

TEXAS PARKS AND WILDLIFE

Texas Parks and Wildlife Department (TPWD)
Purchasing and Contracting C-1
4200 Smith School Road
Austin, Texas 78744

Request for Offer

RFO No. 802-16-33293

Managed Lands Deer Program System (MLDPSys)

NIGP Class/Items: 920-03, 920-05

Event	Date/Time
RFO Issue Date:	January 15, 2016
Questions Due:	February 4, 2016; 2:00 PM CT
Answers Posted on ESBD:	February 10, 2016
HUB Notification Deadline:	February 12, 2016 (may be applicable if subcontracting)
Proposal/Offer Due Date:	February 25, 2016; 2:00 PM CT
Expected Contract Award Date:	April 15, 2016

Purchaser: Renee Serrano, CTPM, CTCM
512-389-4811
renee.serrano@tpwd.texas.gov

ATTENTION: It is the responsibility of interested parties to periodically check the Electronic State Business Daily (ESBD) website for updates to this solicitation prior to submitting a response. The Respondent's failure to periodically check the ESBD will in no way release the selected contractor from "addenda or additional information" resulting in additional cost to meet the requirements of this solicitation.

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SECTION I – GENERAL INFORMATION AND STATEMENT OF WORK

1. GENERAL INFORMATION

Texas Parks and Wildlife Department (TPWD) is seeking offers from qualified respondents to provide a Managed Lands Deer Program (MLDP) system to include geospatial functionality. The new system will require customers to map their properties and allow the system to utilize spatial analysis for permit quantity issuance calculations.

TPWD currently uses the Texas Wildlife Information Management System (TWIMS) for updating, storing and reporting on wildlife program data. The MLDP system shall be implemented no later than May 1, 2017 to prepare for the 2017-2018 hunting season. The system will use the current TWIMS database schema so that valuable history is retained and to share TWIMS property and person data with the legacy system that processes other permit types besides MLDP. The new application will be deployed on TPWD servers and the contractor shall build the application and provide maintenance and support for the MLDP Application.

The MLDP system, in accordance with Texas State Government security, accounting and audit practices, shall provide the ability for TPWD and its customers to perform the following:

- 1.1. Add new users and manage current users and their attributes.
- 1.2. Add new properties and manage current properties and their attributes.
- 1.3. Split and combine properties.
- 1.4. Create groups of properties for Wildlife Management Area (WMA) type of permit allocations.
- 1.5. Provide spatial mapping capabilities for customers and TPWD personnel to map properties.
- 1.6. Provide queues for Biologists to process new applications.
- 1.7. Provide for the ability to create, print and modify Wildlife Management Plans.
- 1.8. Use deer density and other spatial data overlays to calculate permit allocations to properties.
- 1.9. Allow TPWD personnel to modify calculated permit allocations.
- 1.10. Create PDF permit documents that customers can print and reprint.
- 1.11. Provide for the ability to enter, edit and report on harvest results.
- 1.12. Adhere to TPWD's mobile guidelines for design of the system to be used on mobile devices, laptops and desktop computers. Guidelines are attached as Attachment 4.
- 1.13. Email delivery of permits, harvest logs and other communications to TPWD personnel and customers.
- 1.14. Replace current reports used for MLDP reporting and any existing reports that will be affected by this new system.
- 1.15. System must be 100% compliant with Americans with Disabilities Act standards, according to the State of Texas requirements which can be found at <http://www.sos.state.tx.us/accessibility.shtml>.

2. BACKGROUND

- 2.1. TPWD currently administers the Managed Lands Deer Program (MLDP) through the Texas Wildlife Information Management Services (TWIMS) online system. TWIMS needs modifications to conform to MLDP regulation changes that will require more automation and customer inputs beginning with the 2017-2018 hunting season. The new application will provide TPWD personnel and customers with spatial capability for describing properties. This will reduce data redundancy and improve workflows for landowners and TPWD personnel. Proposed changes to the current system would also incorporate the ability to automatically calculate permits issued based on property size and deer density using spatial tools as required by MLDP regulation revisions.
- 2.2. The current TWIMS system holds over 10,000 properties and over 17,000 landowners, agents and biologists, and produces over 350,000 MLDP permits each season.
- 2.3. The current TWIMS system also processes other permit types (Deer Management; Depredation; Trap, Transport, and Process; and Trap, Transport, and Transplant) for the same and different properties/landowners. These permits are not in the scope of this project.
- 2.4. Current TWIMS system capabilities:
 - 2.4.1. Add/Edit persons
 - 2.4.2. Add/Edit properties
 - 2.4.3. Add/Edit Wildlife Management Plans
 - 2.4.4. Allocate permits/tags.
 - 2.4.5. Gather harvest data from permit holders.
 - 2.4.6. Provide a queue for new requests.
 - 2.4.7. The TWIMS Deer Breeder Permit system is also integrated into the MLDP and other Permitting functions via persons and properties. There are many individuals and properties that are referenced by the multiple permitting functions and the deer breeder system functionality. TPWD would like the contractor to devise one common interface for persons and properties for both the new MLDP system and the remaining applications on the old system.

3. GOALS

The goals of this project are:

Business Goal/Objective	Description
Geospatial Data - Add Geospatial functionality.	TPWD and its customers use geospatially enabled tools to better manage wildlife and habitats.
The system utilizes Centralized Database property data.	TPWD and its customers have access to an online centralized repository of information that supports permitting and provides valuable resource management and law enforcement decision support.
The system is efficient and user friendly.	TPWD and its customers are more efficient and effective using a MLDP Application that is fast, secure, architecturally robust, extensible and free of redundant data.

Business Goal/Objective	Description
Meaningful Reporting	TPWD can tell a compelling story of its accomplishments and impacts on wildlife and habitats.
Mobile-friendly	TPWD and its customers use mobile-friendly tools to be more efficient and effective while working in the field.

4. DEFINITIONS

As used throughout this solicitation, the following terms have the meaning set forth below:

- 4.1. **"x"**: Value that is completely configurable by the Agency with no intervention from the Contractor; "x" value can be zero (0).
- 4.2. **Active data**: Data in database that is used for system operations that relate to that data.
- 4.3. **Agency**: Texas Parks and Wildlife Department (TPWD).
- 4.4. **Agent**: A Landowner can appoint a person to act on the landowner's behalf for purposes of program participation by completing a TPWD-approved form.
- 4.5. **Allow (as in "system shall allow...")**: System provides the ability to perform the specified function but does not require that function to be performed.
- 4.6. **API (Application Programming Interface)**: A library that includes specifications for routines, data structures, object classes, variables and remote calls that can be exposed to assist otherwise distinct applications with sharing data, which can help to integrate and enhance the functionalities of the applications.
- 4.7. **Asset**: Governs system user access to use a single system function or a group of system functions. Having an asset allows users to access and/or utilize a specified system function or functions. "Asset" may be used interchangeably with "responsibility" such that system access to system users is governed by each user's role and the assets, or responsibilities, assigned to that role.
- 4.8. **Capture**: Information that is input into the system, on which the system can report.
- 4.9. **Comments**: User-entered details that are user-facing only (not public facing).
- 4.10. **Configure or Configuration**: When TPWD can create or modify the detailed data without any action or intervention from the Contractor. Configuration is typically limited to a few users performing data management functions.
- 4.11. **Conservation Option (CO)**: One of two options for participation in the MLDP. Landowners will access TWIMS and complete an online application. A WMP is required for the landowner to enroll in the MLDP. A prospective property and landowner will be considered enrolled when TPWD has approved the application and the WMP.

- 4.12. **Contract:** Consists of the Request for Offer, any addenda, the successful respondent's response, and the subsequent agreement between TPWD and the Contractor.
- 4.13. **Contract Administrator:** The individual designated by TPWD, and identified in the Contract, as authorized to represent TPWD during the term of the contract.
- 4.14. **Contractor:** The individual, partnership, or corporation whose offer is accepted and who enters into a contract with TPWD.
- 4.15. **Contractor Information:** Techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractor in connection with the Subscription Services and any customization services.
- 4.16. **Contractor Project Manager (CPM):** Individual designated by Contractor and approved by TPWD, who is responsible for managing the project.
- 4.17. **Co-Op:** Grouped properties similar in locations and habitat.
- 4.18. **Customer:** Member of the public accessing the system directly through the TWIMS website or through a system User. Some system functions shall be available only to Users, some only to Customers, and some to both.
- 4.19. **Customization:** Services provided to TPWD by Contractor that are nonstandard to the base service offered and that provide consulting, analysis, development, implementation or other services that, after implementation, become part of the service.
- 4.20. **Data Center Services (DCS)** – TPWD Operations team and Help Desk.
- 4.21. **Default:** System-presented value that can be changed (configured) by Users or Customers.
- 4.22. **Department of Information Resources (DIR):** An agency of the State of Texas responsible for the oversight of Information Technology procurements.
- 4.23. **DIR Delivery Framework:** Project delivery methodology prescribed by the Department of Information Resources (DIR), for use during delivery of major information resources projects as defined in Texas Government Code, Chapter 2054, Information Resources.
- 4.24. **Dual Control:** A security requirement where the System requires that a second User must enter their log-in credentials to approve the action of primary User performing certain functions. The requirement to perform Dual control before completing certain functions is required by TPWD auditors and auditors from the Texas State Auditor's Office (SAO).
- 4.25. **Harvest Option (HO):** The second of two options for participation in the MLDP. Landowners will access TWIMS, complete an online application, and provide requested acreage and other data specific to the property in order to receive tags. The application will then calculate the number of tags to be issued using deer density and other data. The prospective landowner and property will be considered enrolled at the point when TPWD approves the electronic application.

- 4.26. **Inactive data:** Data in the database that is not available for system operations until such data is made “active.”
- 4.27. **Landowner:** Any person who has ownership interest in a tract of land
- 4.28. **Managed Lands Deer Program (MLDP):** Allows landowners involved in a formal management program to have the state's most flexible seasons and bag limits. The program is incentive based and habitat focused and consists of two (2) options, HO and CO.
- 4.29. **Owner:** Texas Parks and Wildlife Department, an agency of the State of Texas.
- 4.30. **Permit:** A TPWD allocated document allowing the landowner to harvest a specified species and gender.
- 4.31. **Personally Identifiable Information (PII):** Any data that could potentially identify a specific individual as determined or defined by Payment Card Industry (PCI) or other industry standards.
- 4.32. **Request for Technical Assistance (RTA):** Landowner request for TPWD to provide land and wildlife management guidelines for improving each on a landowner’s property.
- 4.33. **Respondent:** Any individual, partnership or corporation submitting a proposal.
- 4.34. **Resource Management Unit (RMU):** An area of the state designated by TPWD on the basis of shared characteristics such as soil types, vegetation types, precipitation, land use practices, deer densities, deer hunting pressure, etc. TPWD collects population and harvest data at the RMU level to assess the effect of harvest regulations. Under the HO a harvest recommendation will be automatically calculated by the system using RMU data and coarse data provided by the program participant.
- 4.35. **Role:** Controls User access to an asset or a group of assets.
- 4.36. **Services:** Includes the use of labor, materials, facilities, equipment, and any other action necessary or incidental to the successful completion of the Contract.
- 4.37. **Sort:** Arrangement of list in logical order, such as alphabetic, numeric or both (if both, numeric is placed ahead of alphabetic in ascending order).
- 4.38. **Subcontractor:** Any supplier, distributor, contractor, person, or firm furnishing materials or services to the Contractor that are necessary or incidental to the performance of the contract between TPWD and Contractor.
- 4.39. **Tag:** Generated by TWIMS, printed, and attached to deer by hunter after kill. Includes information such as a unique tag number, hunter name, county of kill, and the signatures of hunter and landowner.
- 4.40. **Texas.gov:** The official website of the State of Texas (formerly referred to as Texas Online and currently operated by Texas NICUSA), which includes an online payment web portal.
- 4.41. **TPWD:** Texas Parks and Wildlife Department, an agency of the State of Texas.
- 4.42. **Transaction:** An action resulting in any change in the database.

- 4.43. **Texas Wildlife Information Management System (TWIMS):** The system used by TPWD for updating, storing and reporting on wildlife program data.
- 4.44. **Unit Testing:** A software testing method by which individual units of source code; sets of one or more computer program modules together with associated control data; usage procedures; and operating procedures are tested to determine whether they are fit for use.
- 4.45. **USAS:** The Texas Comptroller of Public Accounts Uniform Statewide Accounting System.
- 4.46. **User:** TPWD employee, landowner, or agent using the MLDP application.
- 4.47. **Work Breakdown Structure (WBS):** Deliverable-oriented hierarchical decomposition of the work to be executed by the project team.
- 4.48. **Work Product:** Except for the Contractor Information, all deliverables and other materials, products or modifications developed or prepared for TPWD under the resulting Contract, including without limitation, any integration software or other software; all data; program images and text viewable on the Internet; any HTML code relating thereto; or any program code, including program code created, developed or prepared by Contractor under or in support of the performance obligations under the resulting Contract, including manuals, training materials and documentation, but excluding Contractor Software.
- 4.49. **Workgroup:** Grouping of Users so communications can be sent to multiple Users who need to know the details of the communication.
- 4.50. **Wildlife Management Area (WMA):** Grouped properties similar in locations and habitat. Operated by TPWD Wildlife Division, there are 47 WMAs encompassing 714,000 acres. Established as sites to perform research on wildlife populations and habitat, conduct education on sound resource management, and to provide public hunting, hiking, camping, bird watching and a host of other outdoor recreational opportunities - all of which are compatible with the conservation of this valuable resource.
- 4.51. **Wildlife Management Plan (WMP):** A written document on a form furnished or approved by TPWD that addresses habitat and management recommendations, associated data, and data collection methodologies for a property. Participation in the CO will be contingent on a TPWD-approved Wildlife Management Plan.

5. SOLICITATION METHOD AND INTENT

- 5.1 **Solicitation Method:** The Request for Offer (RFO) solicitation method encourages qualified respondents to submit a written proposal addressing pricing, qualifications, experience, availability, approach and other factors that will be employed to ensure successful accomplishment of the requirements set forth herein. TPWD will review, compare and evaluate responses based on the criteria and weights identified in this RFO.
- 5.2 Respondents shall provide proposals that include one or a combination of the following:
- 5.2.1 System development fee: Flat fee split up in milestone delivery payments during the development period (contract signing through implementation) for development, testing, and delivery of new system functionality (customization), itemized by functionality item or group so TPWD may elect to accept development of some functionalities while rejecting development of others.

- 5.2.2 Flat fee payable at system acceptance.
- 5.2.3 Annual maintenance fee for application support.
- 5.2.4 Hourly rate for future system enhancements or improvements.

5.3 **Proposal Option:**

Response includes and addresses all sections of the non-functional and functional requirements by one individual Respondent themselves or by the one Respondent subcontracting and integrating with auxiliary contractors.

- 5.4 **Value-Added Functionality:** TPWD is open to considering additional functionalities beyond the listed requirements that would make the system more efficient and effective. If a Respondent has additional functionality to offer beyond what is listed in the requirements, these functionalities should be documented in the response. TPWD will evaluate additional functions and determine award based on best value.

6. CONTRACT TERM

- 6.1. **Initial Contract Term:** The Contract shall commence on Date of Award and continue through August 31, 2020 (approximately one (1) year implementation plus three (3) years of service), unless sooner terminated under the terms of the Contract.
- 6.2. **Renewal Option:** Contract may be renewed for up to three (3) additional three (3) year periods, provided both parties agree in writing prior to contract expiration date. Any extensions shall be in accordance with the original terms and conditions plus any approved changes.
- 6.3. **Contract Extensions:** In the event that the contract if any, resulting from the award of this RFO shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, TPWD may, with the written consent of the Contractor, extend the contract for a period of time as may be necessary to permit TPWD continued supply of the identified products and/or services (not to exceed twenty four months). Any extensions shall be at the same terms and conditions, plus any approved changes.
- 6.4. **Termination:** The Contract shall terminate on the termination date specified in the Contract, unless otherwise terminated, extended or renewed, as provided in accordance with the contract terms and conditions.
- 6.5. **Amendments:** The Contract may be amended in writing by mutual consent of the parties.

7. RESPONDENT QUALIFICATIONS

The Respondent shall:

- 7.1. Have available the necessary qualified personnel, skills, qualifications, organization and facilities to fulfill all requirements under this RFO and any resulting contract.
- 7.2. Contractor must have a minimum of five (5) years in business and a minimum of three (3) years of experience in software development. TPWD prefers experience performing software development services for government entities at the state level. This is a preference and a Respondent's lack of experience with government entities will not disqualify them from the bid process but may be a factor during evaluation.

- 7.3. Be, in TPWD's sole judgment, an established company in good financial standing and current in payment of all taxes and fees such as state franchise fees. TPWD reserves the right to request a copy of the Respondent's audited or un-audited financial statements.

When financial statements are requested, TPWD will review the Respondent's audited or un-audited financial statements in accordance with Texas Government Code, Section 2156.007, to evaluate the sufficiency of the Respondent's financial resources and ability to perform under the Contract. TPWD will be the sole judge in determining the sufficiency of the Respondent's financial resources and ability to perform under the Contract. Factors to be reviewed may include but are not limited to:

- 7.3.1 Balance sheets
- 7.3.2 Net working capital
- 7.3.3 Current asset ratio
- 7.3.4 Auditor(s) notes
- 7.3.5 Any notes to the financial statements

- 7.4. **Supporting Documentation:** Respondent shall complete and submit [Exhibits D – Company Profile, Exhibit E – Key Personnel](#) and related resumes, and [Exhibit F – Past Projects with Corresponding References](#) with response submission to support the above qualifications. (Ref: [Section II, Subsection 4.3 - Additional Response Contents.](#))

8. PERSONNEL QUALIFICATIONS

The Respondent/Contractor shall provide the following key personnel:

8.1. **Contractor Project Manager (CPM):**

- 8.1.1. **Required Qualifications:** The CPM shall possess the skills and qualifications required to ensure the contracted tasks can be successfully performed. The CPM shall possess excellent written and oral communication skills with the ability to communicate with people of all technical levels. The CPM shall have a minimum of three (3) years' work experience within the last five (5) years in all of the following:

- 8.1.1.1. Analyzing and managing large software deployment, development or integration projects.
- 8.1.1.2. Providing project management services to implement enterprise-level IT solutions.
- 8.1.1.3. Developing project work plan and schedules.
- 8.1.1.4. Analyzing business processes and developing functional requirement specification documents.

- 8.1.2. **Preferred Certification:** TPWD prefers the CPM be certified as a Project Management Professional (PMP) through the Project Management Institute or have the experience and qualifications required for obtaining their PMP certification. TPWD will consider the preferred certification of the PMP during the evaluation process.

8.2. **Team Members:**

- 8.2.1. **Required Qualifications:** The Respondent shall designate team members with a minimum of one (1) year experience within the last three (3) years in the specific services assigned to that individual and the knowledge and experience to implement the requirements in this solicitation.

- 8.3. **Key Personnel Required Experience:** TPWD requires the CPM and Team Members to have a minimum of one (1) year experience within the last three (3) years and high skill levels in areas related to the services requested in this solicitation. TPWD will consider any of the following demonstrated preferred qualifications/skills during the evaluation process:
- 8.3.1. Experience analyzing, implementing and managing comprehensive business system activities
 - 8.3.2. Experienced development staff, including system analysts, system architects, database administrators, and programmers
 - 8.3.2.1. Development staff must be experienced with ESRI GIS and web services development
 - 8.3.3. Understanding the flow of data within a comprehensive business system
 - 8.3.4. Experience with government projects
 - 8.3.5. Experience with workflow systems technologies
 - 8.3.6. Experience with data integration projects
 - 8.3.7. Experience applying structured software customization methodologies and standards
 - 8.3.8. Experience applying project development methodologies
 - 8.3.9. Developing and presenting training materials for end users and technical staff
 - 8.3.10. Developing documentation of the type specified in this RFO
 - 8.3.11. Providing project management services
 - 8.3.12. Requirements gathering, documentation and analysis
 - 8.3.13. Developing specifications documents
 - 8.3.14. Preparing short-range and long-range plans
- 8.4. **Supporting Documentation:** Respondent shall complete and submit [Exhibit E](#) and other necessary documentation with response submission to support the above qualifications. (Ref: [Section II, Subsection 4.3 - Additional Response Contents.](#))

9. CONTRACTOR REQUIREMENTS

Contractor shall:

- 9.1. Provide a comprehensive MLDP System to replace the legacy system with a secure web-based system to manage all business aspects for MLDP.
- 9.2. Upon award, be responsible for conducting additional Joint Application Development (JAD) sessions to ensure thorough completion of requirements.
- 9.3. Deploy all functional requirements so that the system is operational no later than May 1, 2017.
- 9.4. Maintain and support the completed system for the life of the Contract.

- 9.5. Deploy a system that will allow for the incorporation of future enhancements at a later time, if requested.
- 9.6. Provide flexibility to meet TPWD's business needs with customizations when necessary.
- 9.7. Provide service in accordance with requirements specified herein and the resulting Contract(s).
- 9.8. Provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the Contract, unless stated otherwise herein.
- 9.9. Provide a primary point of contact (CPM).
- 9.10. Ensure all key personnel and team members have and maintain all applicable licenses, certifications, and permits necessary to perform assigned duties under the Contract for the life of the Contract. Contractor shall provide TPWD proof of active licenses, certifications, and permits upon award and upon request throughout the term of the Contract.
- 9.11. Begin work within 14 calendar days after issuance of a Contract or on the agreed upon date between TPWD and the Contractor.
- 9.12. Manage the development and implementation of work by ensuring that all phases of the project plan and schedule are accomplished without significant delays, problems or rework. Delays due to changes both within and outside the Contractor's control shall require prior approval of TPWD.
- 9.13. Administer the work by establishing and maintaining effective communication with all groups related to the project.
- 9.14. Communicate project requirements to Contractor staff and subcontractors, if applicable, and direct and coordinate project activities to ensure the project progresses efficiently and is completed on schedule.
- 9.15. Designate specified personnel with the applicable qualifications. TPWD reserves the right to request proof of qualifications.
- 9.16. Utilize employees with knowledge to develop and implement the Contract service requirements.
- 9.17. Utilize employees that have experience in working in a cooperative team environment.
- 9.18. Document and be responsible for the MLDP System software configuration, implementation, and support in a cloud environment.
- 9.19. Indicate which products or services will be provided directly or by a subcontractor.
- 9.20. Be responsible for all costs as defined by Attachment 1 – MLDP Application System Responsibility Matrix (SRM)
- 9.21. Comply with all laws, ordinances, statutes and regulations pertaining to the services requested herein, and obtain such permits, licenses or other authorizations as may be required.
- 9.22. Follow relevant safety rules and conduct the work in a safe manner.

10. KEY PERSONNEL REQUIREMENTS

- 10.1 All Contractor personnel assigned to this project shall be subject to TPWD's written approval, and any substitution must be approved by TPWD. Upon award of a contract, TPWD and the Contractor shall agree to designate specific members of the project team considered to be essential to the services provided as key personnel.

10.2 The CPM shall:

- 10.2.1. Be a permanent staff employee of the Contractor and serve as a constant primary point of contact for TPWD.
- 10.2.2. Have primary responsibility for the day-to-day operation of the contracted services.
- 10.2.3. Have authority to issue, execute, grant and provide any approvals, requests, notices and other communications required to advance the MLDP System project.
- 10.2.4. Oversee all work performed.
- 10.2.5. Ensure all key personnel have and maintain all applicable current licenses, certifications, and permits necessary to perform assigned duties under the Contract.
- 10.2.6. Report to TPWD MLDP System Project Management Team.
- 10.2.7. Provide reporting requirements to meet Quality Assurance Team (QAT) standards.
- 10.2.8. Attend status meetings on site at TPWD's Austin, Texas headquarters if required by TPWD.

11. SYSTEM FUNCTIONALITY AND REQUIREMENTS

The following is a high level list of the functional and non-functional requirements of the system. It is not a complete and comprehensive list, but is meant to give the Respondent as much information as possible to ensure understanding of the expected functionality of the system. Complete details for all system requirements are contained in *Exhibits H & I*.

11.1. **Non-Functional Requirements:**

At a high level, the MLDP application shall be hosted on TPWD servers running in the state's data center. The Contractor shall be responsible for developing the MLDP application and maintaining it on these servers. TPWD will be responsible for maintaining the servers and server side software.

A detailed list of system non-functional requirements is provided in [Exhibit H, Non-Functional Requirements](#), with the criticality to TPWD for each requirement, and response columns for Respondents to verify how their proposed solution conforms to TPWD's requirements. A high level list of the non-functional requirement categories is provided below. [Exhibit H](#) provides a break-down of those elements required under each non-functionality category.

1	Hardware
2	Support
3	Testing
4	Training
5	Security
6	Disaster Recovery
7	Technical Requirements
8	System Documentation
9	Geospatial

10	Outage Notification
11	Project management

Contractor shall also review [Exhibit J, Service Responsibility Matrix](#) (SRM) – this document details the proposed responsibilities between TPWD and the Contractor.

11.2. **Functional Requirements:**

A detailed list of system functional requirements is provided in [Exhibit I, Functional Requirements](#), with response columns for Respondents to verify how their proposed solution conforms to TPWD's requirements. A high level list of the functional requirement categories is provided below. [Exhibit I](#) provides a break-down of those elements required under each functionality category.

1	Customer/Person
2	Security/Log in/Passwords
3	Properties/Sites
4	GIS Mapping
5	Harvest Option
6	Conservation Option
7	Co Ops/ WMA's
8	Permits
9	Merge Properties
10	Merge Customers
11	Harvest Recommendations
12	Harvest Data Entry

12. ACCEPTANCE CRITERIA

The system will be accepted using criteria agreed to by the Contractor and TPWD, which may include, without limitation:

- 12.1 The Contractor shall provide evaluation, correction and tuning services to determine the level to which the system is operating as planned, and to make necessary adjustments and/or corrections.
- 12.2 All deliverables, including, but not limited to implementation services as a whole, shall meet Department of Information Resources (DIR) guidelines, as determined by TPWD, before this project can be accepted.
- 12.3 The Contractor has a ninety (90) consecutive day Acceptance Period (based upon 24 x 7 availability including holidays and weekends, less planned outages for maintenance) to achieve the acceptance criteria. The Acceptance Period begins when the TPWD Project Manager verifies and signs the Acceptance to Deploy document (see DIR Project Delivery Framework) and the system is successfully deployed (is fully operational in accordance with specifications and requirements). During the Acceptance Period, Contractor shall correct any errors at Contractor's expense.
- 12.4 Acceptance requires thirty (30) consecutive days of error-free operation (based upon 24 x 7 availability including holidays and weekends). TPWD reserves the right to waive minor issues.

- 12.5 The Contractor shall repair any defects within a time period reasonable to the severity of the defect.
- 12.6 The Contractor shall conduct final operational readiness assessment, including a failover test.

13. IMPLEMENTATION

Contractor acknowledges that TPWD is expecting the Contractor to achieve the MLDP System implementation by the mutually agreed upon implementation schedule. The system must be operational no later than May 1, 2017. A Respondent's ability to meet this implementation schedule may be a factor in determining award.

14. OWNERSHIP, SOFTWARE DELIVERY AND PROPERTY RIGHTS

14.1. Intellectual Property:

Contractor's application source code and documentation, together with all updates revisions, and any other intellectual property necessary for application use by TPWD, shall remain the intellectual and tangible property of the Contractor during the term of the contract, and Contractor grants TPWD the unrestricted right to use such application source code and documentation, together with all updates, revisions, and any other intellectual property necessary for system use by TPWD for the contracted system and also on other TPWD projects. Upon termination of the Agreement, Contractor shall grant TPWD ownership of all application source code and documentation, together with all updates revisions, and any other intellectual property necessary for application use by TPWD, so that TPWD may take full ownership of the application at that time. In turn, the Contractor shall be able to use the application source code and documentation together with all updates and revisions, where they may have applicability with other states or local governments or not-for-profit or private entities. The provisions of this Paragraph shall survive the termination of this Agreement.

14.1.1. TPWD shall retain title to and all ownership rights to TPWD data but grants Contractor the right to access and use TPWD data for the purpose of complying with its obligations under the contract.

14.1.2. Respondent shall include in its Proposal, an offer that ensures TPWD remains operational, without interruption to business, in the event the Contractor company (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) passes a resolution for its voluntary liquidation; (d) has a receiver or manager appointed over all or substantially all of its assets; (e) makes an assignment for the benefit of all or substantially all of its creditors; or (f) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations or any class of such obligations.

14.2 **Delivery:** At no cost to TPWD, Contractor shall deliver all documentation concerning protocol for reused and custom software, source code, commented listings, descriptions of software structure, database utilization, and instructions necessary to convert the source code into an operational system, on an agreed-upon schedule before initial release, at the initial and each subsequent releases, upon TPWD's request during the term of the contract, and at the expiration of termination of all or part of Contractor's performance under the Contract

15. TRANSITION PLAN

15.1. Both the Contractor and TPWD recognize the eventual contract conclusion, whether by early termination or by expiration of the contract term. Both parties shall agree to an orderly and timely transition of the delivery of services. Respondents shall include in their proposal a detailed transition plan to clearly

define and detail the transition of the system data and TPWD assets. The plan shall include all necessary actions and their associated timelines.

- 15.2. At the appropriate times, per the transition plan, the Contractor shall execute the activities defined in the transition plan and provide regular status updates on the transition to TPWD and/or the new Contractor. TPWD will also provide a timely review of each deliverable from the transition plan to ensure it fulfills the requirements.
- 15.3. The plan shall include the following activities, and all parties shall agree to a coordinated, collaborative and timely execution of these activities, to commence no later than agreed upon period of time before the Contract completion date or at the time of a written notice of termination:
 - 15.3.1. Inventory of TPWD's Assets and Services
 - 15.3.2. Inventory of Contracted and Sub-Contracted Services
 - 15.3.3. Transfer of Data (all customer, user, site/property and MLDP/permit data)
 - 15.3.4. Up to date data dictionary
 - 15.3.5. Software and Source Inventory
 - 15.3.6. Hardware Inventory
 - 15.3.7. Software batch process documentation
 - 15.3.8. All necessary documentation such as run books, technical support material, etc.
 - 15.3.9. Software build process and procedures for deployment
 - 15.3.10. Application Server Build Process
 - 15.3.11. Disaster Recovery Procedures
 - 15.3.12. Disposition of Documentation
 - 15.3.13. Deactivation of System

16. PROJECT MANAGEMENT REQUIREMENTS

The Respondent shall include with their proposal, a project management methodology and approach that ensures completion of deliverables to specified quality standards. The Contractor shall manage this project to ensure quality, project success, long-term viability and optimal cost of ownership. The project management methodology shall include, but is not limited to the following:

- 16.1. **Implementation Plan (Project and Product):** The Contractor shall provide an implementation plan that conveys all the components of its technical approach to implementing the MLDP System.
- 16.2. **Project Management Plan:** The Contractor shall establish a project management plan that includes written project approach, controls, standards and procedures for all project tasks for which it will be responsible. These documents will be reviewed and approved by TPWD. This requirement includes, but is not limited to:
 - 16.2.1. Project Management Approach;

- 16.2.2. Processes for managing project documentation;
 - 16.2.3. Software version control;
 - 16.2.4. Requirements management;
 - 16.2.5. Open Issues and management process;
 - 16.2.6. Business process reviews;
 - 16.2.7. Naming conventions;
 - 16.2.8. Change control;
 - 16.2.9. Timekeeping procedures;
 - 16.2.10. Submission and approval of deliverables;
 - 16.2.11. Submission and approval of the gated phases;
 - 16.2.12. Meeting procedures.
- 16.3. **Project Schedule and Work Plan:** The Contractor shall provide a detailed project schedule and work plan for all project tasks that is based on a documented Work Breakdown Structure (WBS). The project manager shall monitor and update the schedule and work plan, revising as appropriate, with approval from TPWD. The plan shall be developed in Microsoft Project 2003® or later. The plan shall include, but is not limited to the following:
- 16.3.1. A logical sequence of tasks and deliverables;
 - 16.3.2. A clear definition of each task and deliverable;
 - 16.3.3. Staff requirements for each task and deliverable;
 - 16.3.4. An Implementation Schedule;
 - 16.3.5. A specific target completion date for each task and deliverable;
 - 16.3.6. Task and deliverable relationships and dependencies;
 - 16.3.7. Individual schedule tasks that are no longer than four (4) weeks in duration (ideally never more than three (3) times the update cycle);
 - 16.3.8. Project requirements such as Communication, Risk, Quality, etc. that are clearly delineated in the schedule;
 - 16.3.9. Contingency.
- 16.4. **Project Organization:** The Contractor shall maintain an organization chart that includes both Contractor and TPWD staff resources and shall identify the roles and responsibilities required of all project team members. The organization chart shall show how the Contractor will integrate TPWD staff resources with the Contractor's project team.
- 16.5. **Communication Plan:** The Contractor's communication plan shall facilitate organizational communication and identify strategies for effective communication throughout the term of the Contract.

- 16.5.1. The Contractor shall administer the work by establishing and maintaining communication with all project stakeholders to ensure that the project meets all requirements and is completed on schedule.
- 16.5.2. The Contractor shall direct, coordinate and communicate the activities of the project team to ensure the project progresses as outlined in the approved project work plan and is completed on schedule.
- 16.5.3. Meetings will be scheduled as required by TPWD and/or the Contractor. The CPM and Contractor personnel shall be available to provide information reports (including meeting notes), audits or other special reports as required by TPWD. Meetings will be held at a TPWD facility in Austin, Texas or via teleconference, at TPWD's discretion.
- 16.5.4. The Contractor shall have appropriate team personnel on-site at TPWD's headquarters in Austin, Texas during planning, testing, and training prior to implementation, and other times as mutually agreed.
- 16.5.5. Contractor shall deliver a communication plan to TPWD for review that details how project status will be communicated to the project and executive teams.
- 16.6. **Quality Assurance Plan:** The Contractor shall provide a comprehensive, continuous, and measurable quality assurance plan. The Contractor's proposed quality assurance plan shall include, but not be limited to:
 - 16.6.1. Strategies and processes to promote quality;
 - 16.6.2. Procedures to periodically measure and report quality performance to TPWD throughout the Contract period;
 - 16.6.3. How often the Contractor conducts internal audits and engages external audit firms to conduct audits of its operations;
 - 16.6.4. Controls to be used within the project to ensure quality and consistency throughout the term of the contract;
 - 16.6.5. Response plan for errors or service disruption events and planned response during and after the event to ensure that all appropriate parties are made aware of the event, and to minimize the likelihood that such errors or events will occur again.
- 16.7. **Risk Management Plan:** The Contractor shall provide a risk management plan to identify and assess potential risks to the project and identify and manage actions to avoid, mitigate, or manage those risks. This shall include, but not be limited to, the following:
 - 16.7.1. Provision of the appropriate methods, tools, and techniques for active identification and assessment of project risks;
 - 16.7.2. Development of risk mitigation actions;
 - 16.7.3. Risk response planning and management strategies;
 - 16.7.4. Monitoring, reporting, and control of risk status throughout the term of the Contract.
- 16.8. **Issues Management:** The Contractor's proposed process shall include:
 - 16.8.1. Create an issue identification and tracking vehicle and gain approval from TPWD project manager before implementing;

- 16.8.2. Create and maintain an electronic issue log and provide to TPWD upon request;
 - 16.8.3. Provide estimates for resolution of each issue;
 - 16.8.4. Be responsible for issue resolution;
 - 16.8.5. Timeframes, responsible parties, and specific steps to be taken on issues or disputes arising during the implementation process, including approval and escalation procedures;
 - 16.8.6. Facilitate and follow the agreed upon steps required to resolve issues or disputes arising during the development and implementation processes;
 - 16.8.7. Recommend, document and gain TPWD approval on escalation procedures;
 - 16.8.8. Include issue resolution plan for issues that require longer than two (2) weeks to resolve.
- 16.9. **Change Management:** The Contractor's proposed process shall include:
- 16.9.1. A change control plan that includes change identification, tracking, and change management processes that adhere to Information Technology Infrastructure Library (ITIL) principles;
 - 16.9.2. Identification of responsible parties to approve all changes;
 - 16.9.3. Coordination of the Change Management Board meeting and approval/denial process;
 - 16.9.4. Change management reporting that includes software output, milestone charts, resource usage, and schedule/cost impact to the project.
- 16.10. **Acceptance Management:** The Contractor's proposed process shall be mutually agreed upon by TPWD and Contractor and shall include, but is not limited to:
- 16.10.1. Deliverable identification and tracking.
 - 16.10.2. Timeframes for proposed acceptance work sessions based on the work plan.
 - 16.10.3. Responsible parties.
 - 16.10.4. Criteria for acceptance or rejection that is approved by both the Contractor and TPWD within the early phase of the project.
- 16.11. **Status Reporting and Performance Reviews:** The Contractor shall perform bi-weekly project status and performance reviews to ensure that measurable progress has been achieved and that standard practices are being adhered to. In order to facilitate performance reviews, the Contractor shall submit bi-weekly progress reports detailing work completed and project milestones reached. This report shall be due to the TPWD project manager not later than the Monday immediately following each bi-weekly period. The report shall be in an electronic format that shall be agreed upon between the Contractor and TPWD. The report shall contain at a minimum the following items:
- 16.11.1. Project title and contract number;
 - 16.11.2. QAT Project Monitoring Reports per the QAT guidelines. Details can be found at the following link:
<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Monitoring%20Report%20Instructions.pdf>

- 16.11.3. Description of the progress of each task and percentage completed;
- 16.11.4. Meetings attended, purpose, dates, attendees, description and outcomes and decisions;
- 16.11.5. System issues and anticipated solutions;
- 16.11.6. Major problem areas and anticipated solutions;
- 16.11.7. Work planned for the following month;
- 16.11.8. Updated project schedule/WBS with valid resources assigned and estimates of effort for each task;
- 16.11.9. Changes that were approved or denied and impact to schedule and cost.

17. SOFTWARE DEVELOPMENT REQUIREMENTS

The Contractor approach to development shall include, but not be limited to, the following:

- 17.1. **Software Development Customization Methodology**: For any customizations, the Contractor shall use a defined and documented software development methodology that is consistent and compatible with the requirements of the specified services. The proposed software development process shall include Contractor-facilitated Joint-Application Development (JAD) sessions resulting in detailed design documents that shall require approval by TPWD prior to proceeding with development or customization.
- 17.2. **Database Design**: The Contractor shall develop and present logical and physical data models and a technical database design, for TPWD's written approval prior to implementing, using a methodology that is consistent with the TPWD's data architecture.
- 17.3. **Configuration Management**: The Contractor shall provide a Configuration Management Plan that includes details on processes that will be used to track hardware and software inventories.
- 17.4. **Software Test Process**: The Contractor shall use a test process and develop a test plan as per [Exhibit H – Non Functional Requirements](#), Section 3.
- 17.5. **Acceptance Criteria**: To meet the acceptance criteria, the system shall pass all stages of testing described below:
 - 17.5.1. All required deliverables have been provided to TPWD.
 - 17.5.2. The system is installed, fully operational and all integrated subsystems are functioning as designed per written requirements.
 - 17.5.3. All new application system interfaces with external systems are functioning as designed and without system conflicts.
 - 17.5.4. User acceptance test has been successfully performed.
 - 17.5.5. All system data conforms to expected output, and data integrity is verified.
 - 17.5.6. Training of all TPWD personnel has been completed.
 - 17.5.7. The system has been in production ("live") without malfunction and free of defects for a period of thirty (30) consecutive days following successful deployment.

- 17.6. **Workflow Configuration:** The Contractor shall lead the workflow development effort. The Contractor shall use workflow technology throughout the project. Workflow shall be configured for TPWD's specific business rules.
- 17.7. **Interface Development:** The Contractor shall be responsible for the design, development, testing, and deployment of automated interfaces and file transmissions between the components of the proposed system and TPWD's legacy systems. TPWD will assist the Contractor in the definition of the format, data elements and transmission method for interfaces to legacy systems as well as designing, implementing and testing the processing and acknowledgement that transactions were recorded in the legacy systems.
- 17.8. **Report Development:** The Contractor shall develop reports as needed or requested to include but not limited to:
- 17.8.1. Analysis of reporting requirements.
 - 17.8.2. Report design, development, and testing.
 - 17.8.3. Analysis and recommendations of ways to reduce TPWD's use of paper in meeting its reporting needs (i.e., electronic report distribution via e-mail only and online, web-based report viewing through browser only).

18. IMPLEMENTATION APPROACH

The Contractor's solution for implementation shall include, but not be limited to the following:

- 18.1. **Infrastructure Setup:** The Contractor shall continually assess requirements for the system environment and provide specifications for any recommended changes to TPWD infrastructure. The Contractor shall perform activities necessary to establish and test the infrastructure required to operate the system. Any recommendations shall include all hardware and software modules necessary to address the functional, non-functional and technical requirements of the upgrade, enhancement or change in software or hardware, or both.
- 18.1.1. **Infrastructure Specifications:** See [Exhibit H- Non Functional Requirements](#), Section 1.
 - 18.1.2. **Infrastructure Test Plan:** If changes to the infrastructure are approved by TPWD, the Contractor shall provide an infrastructure test plan that shall include, but not be limited to the following:
 - 18.1.2.1. **Performance testing** to ensure integrated system satisfies service level targets under normal workloads.
 - 18.1.2.2. **Load testing** of the application by constantly and steadily increasing the load on the system till the time it reaches the threshold limit.
- 18.2. **Release Plan and Deployment:** The Contractor shall be responsible for creating a release plan and schedule for each release to production, and obtaining approval from TPWD before the deployment occurs. This plan and schedule will be approved by TPWD and shall include the following sections related to the release and deployment of the system components:
- 18.2.1. Prerequisite activities;
 - 18.2.1.1. All deployments to production shall follow the TPWD Change Management process and use the TPWD Change Management system;
 - 18.2.1.2. Tasks per component that relate to release;
 - 18.2.1.3. Items included in release;

18.2.1.4. Bug fixes in the release;

18.2.1.5. Deployment steps and Rollback steps;

18.2.1.6. Test steps (see [Exhibit H, Section 3](#));

18.2.1.7. Deposit source code to TPWD's MLDP Source Control Repository (CVS, etc.) and "testing" of code before each release;

18.2.2. Other Testing shall include:

18.2.2.1. Virus check

18.2.2.2. Media read check

18.2.2.3. Compression check

18.2.2.4. Password/encryption check

18.2.2.5. Source code check

18.2.2.6. Source code information check

18.2.2.7. A complete build of the application from the source code in a TPWD development environment using this exact source.

18.2.2.8. A summary of the build and operational architecture (hardware, operating system, third party products), detailing the time required to undertake each stage of the build process and outlining the technical skills required to build and support the application.

18.2.2.9. All testing must be satisfactorily completed for the source code repository deposit to be satisfactory.

19. TRAINING

The Contractor shall provide training to ensure that all TPWD end users have the knowledge and capabilities necessary to effectively use the system per [Exhibit H, Section 4](#).

20. TECHNICAL DOCUMENTATION

The Contractor shall create and maintain technical documentation as per [Exhibit H, Section 8](#).

21. WARRANTIES

21.1. The Contractor shall warrant each deliverable negotiated for the life of the Contract. During the warranty period, the Contractor shall be responsible for correcting any defects causing any portion of the system to be inoperable or any defects resulting in inaccurate results produced by the system or the system performing contrary to contract requirements or design documentation, when the system is used in accordance with the product documentation provided by the Contractor and without extraordinary actions on the part of TPWD or its users. Such defects shall be localized and reproducible upon demand and, if found to be contained in the system delivered by the Contractor, shall be corrected to the satisfaction of TPWD at no additional cost to TPWD.

- 21.2. The Contractor shall warrant that the functions contained in the services and any customizations shall meet documented mutually agreed upon requirements and that they provide uninterrupted service during the term of the Contract.
- 21.3. The Contractor warrants that the services and customizations shall be performed by qualified personnel consistent with industry standards
- 21.4. The Contractor warrants that, unless authorized in writing by TPWD, the services provided contains no hidden files, viruses, or illicit code that could capture, alter, or erase data without the control of a human operating the computing equipment on which it resides. The Contractor further warrants that no other entity except TPWD personnel and the Contractor shall have access to TPWD-owned data for the purpose of developing and testing these services.

22. MAINTENANCE AGREEMENT

The Contractor's solution shall provide a planned maintenance, upgrade, and data management strategy included in the final quote to TPWD (Ref. [Schedule 1 – Pricing Schedule](#)). The proposed maintenance agreement shall include at minimum:

- 22.1. The Contractor shall schedule any required maintenance for the environments covered under the resulting contract in accordance with [Attachment 3, MLDP System Service Level Agreement \(SLA\)](#).
- 22.2. Software upgrade procedures to ensure any software version upgrade is compatible with software and systems utilized by TPWD.
- 22.3. Procedures to notify TPWD when the system must be halted to provide scheduled and unscheduled maintenance.
- 22.4. Clearly defined roles, responsibilities and coordination processes.
- 22.5. Clearly defined process for testing recovery services at a minimum of once per year with documentation for each recovery process.

23. BUSINESS CONTINUITY PROCEDURES AND DISASTER RECOVERY PLAN

- 23.1. Contractor shall design, maintain, and update as needed the Business Continuity Procedures, to be approved by TPWD.
- 23.2. Business Continuity Procedures shall be implemented in collaboration with TPWD.
- 23.3. The Contractor shall acknowledge and align all Disaster Recovery Plans and procedures in accordance with the Data Center Services Master Agreement, 2016 IT Service Continuity Management. Agreement can be found at: <http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-DCS-SCP-MSA-002-Exhibit%2016-IT%20Service%20Continuity%20Management.pdf>

24. PERSONNEL CONTINUITY AND REPLACEMENT

- 24.1. TPWD recognizes that events beyond the control of the Contractor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of any key personnel or project team members will require the Contractor to propose a replacement. In the event such a replacement is necessary, Contractor agrees that personnel shall not begin work on the project without prior written

approval from TPWD.

- 24.2. The Contractor agrees that the CPM and other key personnel assigned to the project shall remain dedicated to the project for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Contractor.
- 24.3. If TPWD determines that the CPM, other key personnel or a project team member is unable to perform in accordance with the service requirements or to communicate effectively, the Contractor shall immediately remove that person.
- 24.4. Proposed replacement personnel shall meet minimum qualifications and have experience as required by this solicitation. Replacement personnel shall be provided at no additional cost to TPWD. Resume(s) and reference(s) will be requested for the proposed replacement(s) and TPWD may require the ability to interview proposed replacements before they begin work on the project. TPWD may reject any replacement if references, past working performance, or their interview performance is questionable or unfavorable. TPWD will be the sole judge of the qualifications of the proposed replacement personnel.

25. PERFORMANCE STANDARDS

- 25.1. The successful Respondent shall be responsible for the performance of any contractual obligations and shall not be relieved due to non-performance of any or all subcontractor(s). By submitting a proposal, the Respondent commits to providing the goods and services required in this solicitation. The successful Respondent(s) will be required to abide by TPWD policies, procedures, standards and guidelines relevant to the execution of the Contract. The successful Respondent(s) shall schedule a meeting with TPWD and the incumbent Contractor within twenty (20) business days of the award for the purpose of discussing all the aforementioned.
- 25.2. TPWD will measure and evaluate the Contractor and/or Subcontractor's performance under the Contract. If the Contractor or Subcontractor(s) fails to meet their responsibilities as outlined in the contract, TPWD may avail itself of remedies. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standards, customs, and practices as specified in [Attachment 3 – MLDP System Service Level Agreement \(SLA\)](#).

26. DELIVERABLE SCHEDULE

- 26.1. See [Attachment 2](#) for production schedule and delivery requirements, noting that this document assumes contract execution by June 15, 2016. If contract execution occurs after June 15, 2016, within thirty (30) days following contract execution, the Contractor and TPWD shall mutually agree upon any necessary changes to the production schedule and delivery requirements.
- 26.2. Providing products or materials that do not meet all specification requirements does not constitute delivery. Delivery does not occur until the contractor delivers products or materials in full compliance with the specifications, unless delivery is specifically accepted, in whole or in part, by TPWD. TPWD reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

27. TRAVEL

All travel and per diem shall be included in the unit price. TPWD will not be responsible for Contractor's travel expenses.

28. ADDING NEW PRODUCTS/SERVICES TO CONTRACT AFTER AWARD

Following the contract award, additional commodities/services of the same general category that could have been encompassed in the award of the contract, and that are not already on the contract, may be added. A formal written request will be sent to Contractor to quote on the proposed additional commodities/services. Contractor shall submit proposals to TPWD as instructed. All prices are subject to negotiation with the Best and Final Offer ("BAFO"). TPWD may accept or reject any or all proposals, and may issue a separate solicitation for the commodities/services after rejecting some or all of the quotes. The commodities/services covered under this provision shall conform to the specifications as outlined in the request. A contract amendment will be issued for any and all changes made during the contract period.

29. MODIFICATIONS OF CONTRACT TERMS AND/OR AMENDMENTS

- 29.1. The terms and conditions of the Contract shall govern all transactions under the Contract.
- 29.2. The Contract may only be modified or amended upon mutual written agreement of TPWD Administrative Resources Division Purchaser(s) and the Contractor. A contract amendment will be issued for any and all changes made during the contract period.

30. PRICE ADJUSTMENTS

- 30.1. Extension Period Pricing: A price escalation may be allowed upon renewal provided the Contractor notifies TPWD Contracting Section, in writing, a minimum of sixty (60) days prior to renewal. The price escalation shall correlate with the U.S. government published Core Consumer Price Index. Baseline index shall be the index published the month of award. Prices may be adjusted for each renewal period in accordance with changes in index over the preceding term. Failure to comply with these instructions may be grounds for disallowance of a price escalation as allowed herein. TPWD will accept or reject increases within 15 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the contract by giving TPWD written notice. Cancellation will not go into effect for 15 calendar days after receipt of the written request. Pre-price increase prices must be honored on orders dated up to the official date of TPWD approval and/or cancellation.
- 30.2. Price Decreases: Price decreases will be allowed at any time. Contractor shall apply price decreases as soon as practicable following their determination. Any price reductions passed on to other customers shall be correspondingly offered at the same ratio to TPWD. Contractor's failure to promptly notify TPWD of such industry-wide price decreases may constitute a breach of contract and the contract may be canceled with or without notice. Contractors are required to immediately implement any price decrease or discount increase that may become available. TPWD shall be notified in writing for updating the contract. A contract amendment will be issued for any and all changes made during the contract period.

31. INSURANCE

- 31.1. Contractor shall procure and maintain during the entire period of their performance under this contract the following minimum insurance. Note: The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

Type of Insurance	Each Occurrence/Aggregate
Workers Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

Commercial General Liability General Aggregate Applies Per Project	\$2,000,000 Aggregate \$5,000 Medical Expense Each Person \$2,000,000 Products Completed Operations \$1,000,000 Personal & Advertising Liability \$1,000,000 Each Occurrence \$50,000 Damage to Premises Rented to You
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit
Cyber Liability	\$2,000,000

- 31.2. Policy must contain an additional insured endorsement: *The State of Texas, acting through Texas Parks and Wildlife Department and its officers and employees, is listed as an additional insured and loss payee.*
- 31.3. Prior to the commencement of the job and not later than ten (10) days following award, the Contractor shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. The certificate of insurance shall be sent to: Renee Serrano / Purchasing & Contracting, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; or may be faxed to 512-389-4677.

32. SUBCONTRACTING

The following procedures apply to subcontracting in addition to those listed in [Section III – General Terms and Conditions, Paragraph 58 – Subcontractors](#).

During the term of the Contract, if the Contractor determines a need for a subcontractor change, TPWD shall be notified in writing by the Contractor at least 30 days prior to any proposed change. The Contractor shall be required to provide references and work history for any proposed subcontractor to TPWD. No change will be allowed without written authorization by TPWD. Contractor must comply with HUB Subcontracting Plan requirements, if applicable.

33. HUB SUBCONTRACTING PLAN

- 33.1. RESPONDENT MUST COMPLETE, SHOW A GOOD FAITH EFFORT, SIGN AND SUBMIT A HUB SUBCONTRACTING PLAN ([EXHIBIT B](#)) WITH THEIR PROPOSAL AND IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. **FAILURE TO COMPLETE AND SUBMIT THE HUB SUBCONTRACTING PLAN (HSP) WITH THE RFP RESPONSE WILL RESULT IN DISQUALIFICATION OF THE RFP FROM CONSIDERATION.**
- 33.2. In accordance with Texas Gov't Code §2161.252 and 34 Texas Administrative Code §20.14, TPWD has determined that subcontracting opportunities are probable under this contract, and that the contract value may exceed \$100,000. This probability is based on HUB availability, HUB utilization, geographic location of the project, the contractual scope of work, or other factors. TPWD estimates the value of this contract to be greater than \$100,000 and further sets the HUB subcontracting goal at **26 %** of the contract's value.
- 33.3. It is the Respondent's determination if they choose to subcontract any of the work under the contract with a Texas Certified Historically Underutilized Business (HUB) or other businesses. The Respondent shall identify all proposed HUB and other subcontractors at the time of response submittal by completing and submitting *Exhibit B – HUB Subcontracting Plan*.
- 33.4. A list of HUB subcontractors that may be able to perform the work identified as areas with potential subcontracting opportunities is attached to the HUB Subcontracting Plan forms. Respondents may also access a list of HUB subcontractors who may be able to perform this work by searching the Centralized Master Bidder's List (CMBL), as maintained by the Texas Comptroller of Public Accounts. The main CMBL search page is located here: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>.

- 33.5. A few minority and women trade organizations and development centers are listed below that you may contact to announce your opportunity (as specified in the HSP, Method B). For a more complete list visit: <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

Women's Business Enterprise Alliance 9800 Northwest Freeway, Ste. 120 Houston, TX 77092 (713) 681-9232 office (713) 681-9242 fax bids@wbea-texas.org email www.wbea-texas.org website	Texas Association of African American Chambers of Commerce 807 Brazos St., Ste. 710 Austin, TX 78701 (512) 535-5610 office procurement@taaacc.org email www.taaacc.org website	Texas Association of Mexican American Chambers of Commerce P.O. Box 41780 Austin, TX 78704 (512) 444-5727 office panton@tamacc.org email www.tamacc.org website
Golden Triangle Minority Business Council P.O. Box 5064 Beaumont, TX 77726-5064 (409) 962-8530 office (409) 722-5402 fax hatcher.beverly@gtmbc.com email www.gtmbc.com website	Asian Contractor Association 4201 Ed Bluestein Blvd. #2105 Austin, TX 78721 (512) 926-5400 office (512) 926-5410 fax asiancontractor@gmail.com email www.acta-austin.com website	Women's Business Council - Southwest 2201 N. Collins, Ste. 158 Arlington, TX 76011 (817) 299-0566 office (817) 299-0949 fax lwiliams@wbcsouthwest.org email www.wbcsouthwest.org website

- 33.6. **Respondents are highly encouraged to contact TPWD HUB Administration at 512-389-4784 or hub@tpwd.texas.gov** for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the TPWD HUB program.
- 33.7. **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report:** After award of the contract, the Contractor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TPWD HUB Program monthly. The report shall be submitted monthly even during the months the Contractor is not invoicing TPWD. All payments made to subcontractors shall be reported. TPWD may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

34. INVOICING AND PAYMENT

The following procedures apply to invoicing and payment in addition to those listed in *Section III, General Terms and Conditions, Para. 9*:

- 34.1. Any service provider awarded a contract as a result of this RFO must obtain a Texas Identification Number (TIN) through the Texas Comptroller of Public Accounts at: <http://www.window.state.tx.us/taxinfo/taxforms/ap-201.pdf>
- 34.2. Contractor shall submit invoice(s) to: Texas Parks & Wildlife Department, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 34.3. Invoices must show:
- 34.3.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
 - 34.3.2. Name of receiving entity
 - 34.3.3. Contract/purchase order number
 - 34.3.4. Description, quantity, unit of measure, unit price, extended price of each item
 - 34.3.5. Total price
 - 34.3.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice

34.3.7. Attach supporting documentation, if required

- 34.4. Payment normally will be made to the Contractor within 30 days after receipt of a properly prepared invoice or the receipt of and the acceptance of services ordered, whichever is later. State agencies are generally required by state law to pay properly submitted invoices within thirty days or the Contractor may charge a late payment fee established by law.
- 34.5. Payments for services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities will be made through the entities' local payment system.
- 34.6. Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

35. TPWD RESPONSIBILITIES

TPWD will:

- 35.1. Review and approve all project deliverables prior to acceptance.
- 35.2. Provide an overview of the TPWD agency and the Wildlife Division to familiarize Contractor personnel with current TPWD systems and applications.
- 35.3. Designate a TPWD Project Manager upon contract award.
- 35.4. Coordinate access to TPWD facilities and schedules with the Contractor.
- 35.5. Provide access to required data systems and information.
- 35.6. Provide Tier 1 help desk support to TPWD users and external users. Contractor will be level 2 and 3 support.
- 35.7. Provide network connectivity and related testing at internal end user locations.
- 35.8. Perform user acceptance testing, which is testing against all documented business rules and system specifications and requirements, to include validation of appropriate response for invalid or unexpected input conditions as well as valid conditions.
- 35.9. Provide Contract Administration.
- 35.10. Perform periodic audits, or field reviews, as needed.
- 35.11. Furnish no material, labor, equipment, or facilities unless otherwise provided for in the Contract.

SECTION II – PROPOSAL REQUIREMENTS

1. SCHEDULE OF EVENTS

TPWD intends to proceed according to the following schedule. These dates represent a tentative schedule of events. TPWD reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an Addendum.

Event	Date/Time
RFO Issue Date:	January 15, 2016
Questions Due:	February 4, 2016; 2:00 PM CT
Answers Posted on ESBD:	February 10, 2016
HUB Notification Deadline:	February 12, 2016 (may be applicable if subcontracting)
Proposal/Offer Due Date:	February 25, 2016; 2:00 PM CT
Expected Contract Award Date:	April 15, 2016

2. INQUIRIES

- 2.1. **CONTACT:** All requests, questions, or other communications about this Solicitation shall be made in writing to TPWD's Purchasing Department, addressed to the following person:
- | | |
|---|------------------------------|
| Renee Serrano, Purchaser | Phone 512-389-4811 |
| Texas Parks & Wildlife Department | Fax 512-389-4677 |
| 4200 Smith School Road, Austin, Texas 78744 | renee.serrano@tpwd.texas.gov |
- 2.2. **CLARIFICATIONS:** TPWD will allow written requests for clarification of this Solicitation. Questions may be faxed or e-mailed to the point-of-contact listed in [Section II, Subsection 3.1](#). Questions should be submitted in the following format: a) Reference the Solicitation number; b) Reference the Section number, Page number, Paragraph number, and Text of passage being questioned; and c) Question.
- 2.3. **DEADLINE FOR SUBMISSION OF QUESTIONS:** To provide TPWD with sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by the deadline specified in [Section II, Subsection 1](#).
- 2.4. **ANSWERS TO QUESTIONS:** The target date for answering questions is within three business days after deadline for questions. Official answers will be posted as an addendum to this solicitation, on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us>. Respondent names will be removed from questions in the responses released. TPWD reserves the right to amend answers prior to the proposal submission deadline. If respondents do not have Internet access, copies may be obtained through the point of contact listed above. **Note:** *It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a proposal. Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the RFO requirements.*
- 2.5. **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquiries described in [Section II, Subsection](#)

[3.2](#) above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify respondent.** Respondent shall rely only on written statements issued through or by TPWD's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

3. PROPOSAL CONTENT

Below is a summary of required and requested information. Proposals submitted without this information will be evaluated accordingly. TPWD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

3.1. **GENERAL RESPONSE FORMAT:** The Respondent shall submit:

- 3.1.1. One (1) signed and dated original (marked Original) complete submission.
- 3.1.2. Six (6) copies (marked Copy) of the complete submission. Please do not include pricing in copies.
- 3.1.3. One (1) copy on DVD or flash drive of the complete submission.
- 3.1.4. One (1) additional separate copy of Exhibit B – HUB Subcontracting Plan.
- 3.1.5. Submissions should be in separate loose-leaf binders and be tab-indexed corresponding to the sections/exhibits listed below.

3.2. **REQUIRED RESPONSE CONTENT:**

Respondent MUST include the following documentation in their response submission. ***Failure to submit with response will result in disqualification of the proposal.***

- 3.2.1. **Exhibit A – Execution of Proposal:** Respondent must submit original signed, dated and completed [Exhibit A - Execution of Proposal](#).
- 3.2.2. **Exhibit B – HUB Subcontracting Plan:** Respondent must complete, comply with and submit [Exhibit B - HUB Subcontracting Plan](#).
- 3.2.3. **Exhibit C – Price Schedule:** Respondent must submit completed [Exhibit C – Pricing Schedule](#).

3.3. **ADDITIONAL RESPONSE CONTENT:**

Respondent to include the following additional documentation in their response submission. ***Failure to submit this documentation may result in disqualification of the proposal.***

- 3.3.1. **Exhibit D – Company Profile:** Include completed [Exhibit D](#) or *reasonable facsimile*, including numbered responses corresponding to each of the items listed in the Exhibit.
- 3.3.2. **Exhibit E – Key Personnel:** Include (1) completed [Exhibit E](#) or a *reasonable facsimile*, and (2) *resumes for each listed person*.
- 3.3.3. **Exhibit F – Past Projects with Corresponding References:** Include completed [Exhibit F](#) or *reasonable facsimile*, including numbered responses corresponding to each of the items listed in the Exhibit.
- 3.3.4. **Exhibit G – Technical Proposal:** Include [Technical Proposal –Exhibit G](#) or *reasonable facsimile*, including numbered responses corresponding to each of the items listed in the Exhibit.

- 3.3.5. **Exhibit H – Non-Functional Requirements:** Complete and submit [Exhibit H](#).
- 3.3.6. **Exhibit I – Functional Requirements:** Complete and submit [Exhibit I](#).
- 3.3.7. **Addenda:** Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. Respondent should include the signed and dated addendum(s) with their response submission.

4. PROPOSAL SUBMISSION

- 4.1. All proposals shall be received and time stamped by TPWD prior to 2:00 PM Central Time on the date specified in [Section II, Subsection 1](#) above and the place specified in [Section II, Subsection 6](#) below. Late proposals will not be considered under any circumstance and will be returned unopened.
- 4.2. Proposals should be placed in a sealed envelope/package and correctly identified with RFO number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to TPWD by the specified date.
- 4.3. Receipt of all addenda to this RFO should be acknowledged by returning a signed copy of each addendum to the response.
- 4.4. Respondents to this RFO are responsible for all costs of proposal preparation.
- 4.5. **Telephone, email and facsimile proposals are NOT an acceptable response to an RFO.** All submitted proposals become the property of TPWD after the RFO submittal due date/ deadline. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TPWD, whichever is earlier.
- 4.6. When Proposals are opened, only the names of the Respondents who submitted proposals will be read. Prices and terms will not be divulged until after contract award.

5. DELIVERY OF PROPOSALS

Proposals shall be submitted to TPWD by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
Texas Parks and Wildlife Dept. Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744	TPWD – Mail Room Attn: Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM	TPWD – 1 st Floor Security Desk Attn: Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM
NOTE: Proposals must be date stamped in Purchasing & Contracting prior to the due date and time.		

6. EVALUATION AND AWARD

- 6.1. A contract will be awarded to the responsible Respondent(s) who submits the proposal determined to be the best value to the State and who meet all requirements included in this RFO.
- 6.2. Cash discounts offered by the Respondent will NOT be a factor in proposal evaluation.

- 6.3. Proposals may be withdrawn by written notice at any time prior to award. An e-mail to the purchaser name identified in [Section II, Subsection 2](#) above will be acceptable as a written notice for withdrawn. No proposals will be returned after award.
- 6.4. Step 1 – Administrative Review by Purchasing: Only a complete response with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive. Proposals that do not conform to the instructions included in this RFO may be rejected by TPWD. TPWD reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. No proposal received in TPWD Purchasing and Contracting Section after the exact date and time specified as the deadline for responses will be considered.
- 6.5. Step 2 – Initial Evaluation: A TPWD evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the Respondent's ability to best satisfy TPWD requirements. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

Criteria	Weight
Compensation and Fees	40%
Proposed Service and Ability to Meet Requirements (based on Exhibits H and I)	35%
Qualifications, Experience, Past Projects and Technical Proposal (based on Exhibits D, E, F and G)	25%
Total	100%

- 6.6. Step 3 – Short List: At TPWD's sole discretion, a short-list may be developed. Then, TPWD may:
- 6.6.1. Check References: A Respondent's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
- 6.6.1.1. A score of less than 90% in the Vendor Performance System, Currently under a Corrective Action Plan through the CPA, Having repeated negative Vendor Performance Reports for the same reason;
- 6.6.1.2. Having purchase orders that have been cancelled in the previous 12 non-performance (i.e. late delivery, etc.). Contractor performance information is located on the CPA web site at: http://www.window.state.tx.us/procurement/prog/contractor_performance/.
- 6.6.1.3. CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.
- 6.6.2. Review Finances: Respondent's audited or un-audited financial statement. TPWD will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service.
- 6.7. Step 4 – Presentations: At TPWD's sole discretion, top ranking Respondents may be required to provide an oral presentation and demonstration.

- 6.7.1. TPWD will advise selected Respondents in writing of the location, date, time, and guidelines for the oral presentations. A minimum of two weeks' notice will be given to the Respondent(s) selected for the presentation phase.
- 6.7.2. The order of participation in the presentations and demonstrations will be determined at random. Respondents will be allotted equal amounts of presentation time. Presentations and demonstrations must be consistent with the written proposal that is submitted.
- 6.7.3. TPWD may provide the Respondent with a list of proposed key personnel required to attend and participate in the presentation and demonstration meeting.
- 6.7.4. Respondents may be required, as part of its presentation and demonstration, to respond to specific questions developed by the Evaluation Committee during proposal evaluation.
- 6.8. Step 5 – Negotiations: Upon TPWD's completion of evaluation and scoring and any presentations, TPWD reserves the right to enter into negotiations with one or more selected Respondents.
- 6.9. Step 6 - Best and Final Offer (BAFO): TPWD reserves the right to request a BAFO from selected Respondent(s).
 - 6.9.1. If requested, Respondent(s) shall submit a final price and any added value. If more than one Respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. TPWD will make the final determination on the best value.
 - 6.9.2. TPWD may award the contract for the service without requesting a BAFO.
- 6.10. HB1295 CERTIFICATE OF INTERESTED PARTIES: In accordance with 2252.908 of the Government Code, the awarded Contractor(s) must use the Texas Ethics Commissions Application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with TPWD at the time of execution. Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 6.11. Post Award Meeting: Contractor(s) is required to attend a post award meeting in person with TPWD within 10 calendar days after the award of the contract, or within other mutually agreed upon time frame. The purpose of the meeting is to discuss the terms and conditions of the contract and to provide additional information regarding the contract. Contractor(s) and TPWD shall identify specific goals, strategies and activities planned for meeting particular program area objectives.
- 6.12. Transition: TPWD will provide assistance as needed for the efficient and smooth transfer of the following items, including but not limited to: Data, publications, documents and other material which TPWD retains ownership rights to.
 - 6.12.1. Beginning Phase: The transition shall occur within an agreed upon time frame to ensure Contractor can begin providing services as required by TPWD.
 - 6.12.2. Cancellation or Termination of the Contract: At the end of the Contract term or if the Contract is cancelled by either party, the Contractor(s) shall transfer items to the TPWD designated Contractor(s) immediately upon TPWD's request.
- 6.13. Contract Administration: Administration of the Contract is a joint responsibility of the TPWD Wildlife Division and TPWD Purchasing. TPWD Purchasing staff will be responsible for administering the contractual business relationship with the Contractor.

- 6.13.1. Any proposed changes to work to be performed, whether initiated by TPWD or the Contractor, must receive final written approval in the form of an Amendment signed by the authorized TPWD purchasing agent.
- 6.13.2. Upon issuance of contract, TPWD will designate an individual who will serve as the Contract Manager and point of contact between TPWD and the Contractor. The Contract Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract. This individual's contract management and contract administration responsibilities include, but are not limited to:
 - 6.13.2.1. Monitoring the Contractor's progress and performance and ensuring services conform to established specification requirements.
 - 6.13.2.2. Managing the financial aspects of the Contract including approval of payments.
 - 6.13.2.3. Meeting with the Contractor as needed to review progress, discuss problems and consider necessary action.
 - 6.13.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
 - 6.13.2.5. Other areas as identified by the Comptroller of Public Accounts Contract Management Guide, latest edition.

GENERAL TERMS AND CONDITIONS

Revised December 2014

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

Any Contract awarded as a result of this solicitation will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

1. **DEFINITIONS:** As used throughout this solicitation, the following terms have the meaning set forth below. All other terms have the meaning set forth in Webster's II New College Dictionary.
 - 1.1. Contractor: The individual, corporation, company, partnership, firm, or organization that has to furnish the materials and has to perform the work as stated in the solicitation.
 - 1.2. ESBD: The Electronic State Business Daily, which is available online at <http://esbd.cpa.state.tx.us/>.
 - 1.3. Gov't Code: The Texas Government Code.
 - 1.4. Owner: Texas Parks and Wildlife Department, an agency of the State of Texas.
 - 1.5. Party/Parties: Either the TPWD and Respondent separately or collectively.
 - 1.6. Respondent: Any person or vendor who submits a Bid/Proposal in response to this solicitation.
 - 1.7. Services: Includes the use of labor, materials, facilities, equipment, and any other need that is necessary or incidental to the successful completion of the contract.
 - 1.8. Subcontractor: Any supplier, distributor, Contractor, person, or firm furnishing to the Contractor, materials or services necessary or incidental to the performance of the contract between TPWD and Contractor.
 - 1.9. TAC: The Texas Administrative Code, which is the publication for administrative rules.
 - 1.10. TPWD: Texas Parks and Wildlife Department acting on behalf of the State of Texas.
2. **SPECIFICATIONS:**
 - 2.1. The goods/services provided shall be in accordance with the purchase specifications herein. TPWD will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of goods/services provided. TPWD will decide the rate of progress of the work and the acceptable fulfillment of the goods/service on the part of the Contractor.
 - 2.2. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids/Proposals on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Gov't Code. If offering other than references, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
 - 2.3. Unless otherwise specified, items shall be new and unused and of current production.
 - 2.4. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach response submission to sample.
 - 2.5. The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
 - 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **CONTRACT AWARD:** Standard Purchase Order Terms and Conditions apply. If a conflict exists between the standard purchase order terms and conditions and specific language in this solicitation, the language in the solicitation shall prevail.
 - 3.1. A response to a solicitation is an offer to contract with TPWD based on the terms, conditions and specifications contained in the solicitation. Responses do not become part of the Contracts unless and until they are accepted through an authorized TPWD designee by issuance of a purchase order.

- 3.2. This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Gov't Code (TGC) and TPWD rules. Any contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of: this solicitation (including its attachments, exhibits, supplements, and addenda); the successful Contractor's response; any TPWD request for a Best and Final Offer; and any successful Contractor's Best and Final Offer, if applicable.
- 3.3. Best Value – TPWD will be the sole judge of best value. Award will be based on Best Value criteria and may include, but is not limited to:
 - 3.3.1. Best meets the goals and objectives of the solicitation as stated above.
 - 3.3.2. Best meets the quality and reliability of the proposed services.
 - 3.3.3. Effect of the proposed solution on agency productivity.
 - 3.3.4. Provides the most customer focused solution that will best meet the needs of the public.
 - 3.3.5. Experience in successfully providing services in this solicitation.
 - 3.3.6. Vendor Performance: In accordance with Texas Gov't Code, 2155.074 and 2155.75, vendor performance may be used as a factor in the award.
4. **UNIT PRICES:** Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
5. **FREIGHT:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
6. **DELIVERY:**
 - 6.1. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause solicitation to be disregarded.
 - 6.2. If delay is foreseen, Contractor shall give written notice to the TPWD. Contractor must keep the TPWD advised at all times of status of order.
 - 6.3. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TPWD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor.
 - 6.4. Substitutions: No substitutions permitted without written approval of TPWD.
 - 6.5. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency. Normal working hours are 8:00 AM until 5:00 PM Monday through Friday except State and National holidays.
7. **TESTING AND INSPECTION:**
 - 7.1. TPWD may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this solicitation and the Contract. TPWD may also test and inspect goods and services before they are purchased under the Contract. Authorized TPWD personnel shall have access to the Respondent's place of business for the purpose of inspecting the goods. To the extent practical, TPWD inspections will not disrupt the Respondent's daily operations. Tests shall be performed on samples submitted with the Bid/Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Respondent. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Respondent or held for disposition at the Respondent's expense. Latent defects may result in cancellation of the Contract at no expense to the state.
 - 7.2. If material fails to meet specifications, the Respondent will be notified by fax / mail or e-mail. The Respondent will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Respondent's expense. Material not removed in the allotted time period will be disposed by TPWD. The Respondent will be charged for all disposable expenses conducted by TPWD.

8. **CHANGES:** TPWD may at any time, by a written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the services under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or time of performance or both and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, provided, however, that TPWD, if it decides that the facts justify such action, may receive and act upon such claims asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute Resolution."

9. **INVOICING AND PAYMENT:**

- 9.1. In order to receive payment under the Contract, the Respondent must submit an original invoice to TPWD, which will be designated in the purchase order as the "Bill To" address. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments: (1) Name and address of the Contractor. (2) The Contractor's Texas Identification Number (TIN). (3) The Contractor's invoice remittance address. (4) The purchase order number authorizing the delivery of products or services. (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
- 9.2. Disputed Invoices: As stated above, the Respondent will receive notice of an error in an invoice submitted for payment by not later than the 21st day after the date the invoice was received by the TPWD. If an invoice dispute is resolved in favor of the Respondent, the Respondent is entitled to receive interest on the unpaid balance of the invoice, beginning on the date the invoice became overdue, pursuant to §2251.021, Gov't Code. If a dispute is resolved in favor of the TPWD, the Respondent shall submit a corrected invoice that must be paid in accordance with §2251.021. The unpaid balance accrues interest if the corrected invoice is not paid by the appropriate date.
- 9.3. Time and Manner of Payment: Pursuant to Texas Gov't Code Chapter 2251, Payment by TPWD is overdue on the 31st day after the later of: (1) the date the TPWD receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date the TPWD receives the invoice for the goods or service. Payment by a political subdivision Customer whose governing body meets only once a month or less frequently is overdue on the 46th day after the later event of: (1) the date the Customer receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Customer receives the invoice for the goods or service.

10. **PATENTS, TRADEMARKS, OR COPYRIGHTS:** Respondent agrees to defend and indemnify the TPWD and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TPWD's or the State's use of any good or service provided by the respondent as a result of this solicitation.

11. **COPYRIGHTS AND PUBLICATIONS:** The Respondent understands and agrees that, where activities supported by the Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), the Respondent may copyright the works subject to the reservation by the TPWD of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state and/or political subdivision purposes:

- the copyright in the works developed under the Contract, and
- any rights of copyright to which the Respondent purchases ownership with funding from the Contract.

The Respondent may publish, at its expense, the results of Contract performance with prior TPWD review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the TPWD. One (1) copy of any such publication must be provided to the TPWD.

The TPWD reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge to the TPWD.

12. **PROHIBITION ON LOBBYING:** The Respondent shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. §1601 et seq. By submitting a Bid/Proposal, the Respondent certifies that it shall not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. It also certifies that the Respondent shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL.
13. **ANTI-TRUST AND ASSIGNMENT OF CLAIMS:** The Contractor may publish, at its expense, the results of Contract performance with prior TPWD review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the TPWD and Customers. One (1) copy of any such publication must be provided to the TPWD. TPWD reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge to the TPWD.
14. **DEBTS AND DELINQUENCIES:** As required by §2252.903, Gov't Code, the Respondent agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
15. **DISPUTE RESOLUTION:**
 - 15.1. The dispute resolution process provided for in Chapter 2260 of Texas Gov't Code shall be used by TPWD and the Respondent to resolve all disputes arising under this contract. The Contractor shall comply with such rules, as revised from time to time.
 - 15.2. The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve any claim for breach of contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
 - 15.3. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TPWD if the Parties are unable to resolve their disputes as described above.
 - 15.4. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by TPWD nor any other conduct of any representative of TPWD relating to the Contract shall be considered a waiver of sovereign immunity to suit.
 - 15.5. For all other specific breach of contract claims or disputes under the Contract, TPWD and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by TPWD and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless TPWD, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, TPWD and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that TPWD and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. TPWD's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by TPWD of (1) any rights, privileges, defenses, remedies or immunities available to TPWD as an agency of the

State of Texas or otherwise available to TPWD; (2) TPWD's termination rights; or (3) other termination provisions or expiration dates of the Contract.

- 15.6. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TPWD, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of §2251.051, Gov't Code, and such suspension of performance is expressly applicable and authorized under that law.

16. **FRAUD, WASTE, AND ABUSE:** By submitting a Response to this Solicitation, the Respondent represents and warrants that it has read and understood and shall comply with CPA's Anti-Fraud Policy, found at: <http://www.window.state.tx.us/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of the Contract.

17. **NAME CHANGES AND SALES:** If the Contractor changes its name or is sold to another entity, it must provide written notification to TPWD. The Contractor, in its notice, shall describe the circumstances of the name change or sale, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Contractor, the Contractor shall identify the new personnel and provide resumes to TPWD, if resumes were originally required by the Solicitation. TPWD may request other information about the change and its impact on the Contract and the Contractor shall supply the requested information within five (5) working days of receipt of the request.

TPWD may terminate the Contract due to a sale of or change to the Respondent that materially alters the Respondent's ability to perform under the Contract. The TPWD has the sole discretion to determine if termination is appropriate.

18. **CONTRACTOR RESPONSIBILITIES:**

- 18.1. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting Contract.
- 18.2. Contractor guarantees services offered will meet or exceed the written specifications identified in this solicitation.
- 18.3. Permits: Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.
- 18.4. Electrical Items: All electrical items provided by the Respondent to TPWD under the Contract must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 18.5. Executive Head: Pursuant to §669.003, Gov't Code, the TPWD may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Bid/Proposal, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years. If section 669.003 applies, respondent shall complete the following information in order for the response submission to be evaluated:

Name of former executive: _____
 Name of state agency: _____
 Date of separation from state agency: _____
 Position with respondent: _____
 Date of employment with respondent: _____

- 18.6. Contractor agrees to take precautions necessary to protect person or property against injury or damage, and be responsible for such injury or damage.
- 18.7. Contractor agrees to comply with Federal law or State Worker's Compensation laws which are applicable to the work required or performed under this contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable thereunder, and to protect and indemnify TPWD from and against any and all liability by reason of injury to employees of Contractor or subcontractor.

- 18.8. Contractor shall provide all labor, equipment and materials (unless otherwise stated herein) necessary to furnish the goods or perform the service. All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. Only the Contractor and its employees will be allowed on state property during working hours.
19. **TERMINATED CONTRACTS:** By submitting a Response, the Respondent certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Respondent does have such a terminated contract, the Respondent shall identify each and provide an explanation for the termination.
20. **INDEPENDENT CONTRACTOR:** The Contract shall not render the Respondent an employee, officer, or agent of the TPWD for any purpose. The Respondent is and shall remain an independent contractor in relationship to the TPWD. The TPWD shall not be responsible for withholding taxes from payments made under the Contract. The Respondent shall have no claim against the TPWD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
21. **ABANDONMENT OR DEFAULT:** If Contractor is found to be in default under any provision of this Contract, TPWD may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to TPWD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TPWD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
22. **RIGHT TO AUDIT / RECORDS RETENTION:** Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
23. **FORCE MAJEURE:** TPWD may grant relief from performance of the contract if the Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall

rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with TPWD.

- 24. PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. TPWD will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears. Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

Proposals will be subject to the Texas Public Information Act (the Act), located in Chapter 552 of the Texas Government Code and may be disclosed to the public upon request. Subject to the Act, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked such information in boldface type and include the words "confidential" or "trade secret" at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is exempt from public disclosure, on the Respondent Information and Disclosures form.

- 25. RIGHT TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP):** Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the State; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- 26. PUBLIC DISCLOSURE / NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
- 27. CONFIDENTIALITY AND SECURITY:** The Respondent should not receive any sensitive or confidential information under the Contract. Any information the Respondent compiles or creates as a result of the Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Respondent shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. The obligations of the Contractor under this Security and Confidentiality Article shall survive this Contract and shall be included in all subcontracts.
- 28. TERMINATION:** This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
- 28.1. **Termination for Convenience:** TPWD reserve the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing 30 calendar days' advance written notice if TPWD determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TPWD will be liable for payments limited only to the portion of work authorized by TPWD in writing and completed prior to the effective date of cancellation, provided that TPWD shall not be liable for any work performed that is not acceptable to TPWD and/or does not meet contract requirements. All work products produced by the Contractor and paid for by TPWD shall become the property of TPWD and shall be tendered upon request. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.

- 28.2. **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, the TPWD may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.
- 28.3. The rights and remedies of TPWD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 28.4. TPWD may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TPWD notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TPWD with respect to the enforcement of any of the remedies listed herein.
29. **SURVIVAL OF TERMS:** Termination of the Contract for any reason shall not release the Respondent from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
30. **RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT:** In the event that the Contract is terminated for any reason, or upon its expiration, TPWD shall retain ownership of all associated work products and documentation obtained from the Respondent under the Contract.
31. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the Contractor cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.
32. **TAXES:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TPWD.
33. **BUY TEXAS:** In accordance with §2155.4441, Gov't Code, the Respondent shall, in performing any services under the Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.
34. **NOTE TO RESPONDENT:** Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the respondent's response may be disqualified from further consideration.
35. **ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:** As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Contractor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information

regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

36. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
37. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.
38. **FEDERAL DISASTER RELIEF FRAUD:** Under Section 2155.006(b) of the Texas Gov't Code, a state agency may not accept a response or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the response or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Gov't Code, the respondent certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
39. **APPLICABLE LAWS AND VENUE:** The Respondent agrees that the Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Respondent also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning TPWD under this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.
40. **APPLICABLE LAWS AND CONFORMING AMENDMENTS:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TPWD reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TPWD or Contractor's compliance with all applicable State and federal laws, and regulations.
41. **COMPLIANCE WITH LAWS; DEALING WITH PUBLIC SERVANTS:** The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; (iii) §2155.003, Gov't Code, which prohibits the chief clerk or any other employee of the TPWD from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.

The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, TPWD shall not be responsible for monitoring Respondent's compliance with any laws or regulations. If Respondent performs any work knowing or having reason to know that it is contrary to laws or

regulations, Respondent shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

42. **NO WAIVER:** Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppels. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
43. **NO LIABILITY UPON TERMINATION:** If this Contract is terminated for any reason, TPWD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Gov't Code, Chapter 2260.
44. **DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
45. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS:** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Bid/Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and TPWD may terminate or void this Contract for cause and pursue other remedies available to TPWD under this Contract and applicable law.
46. **ACTUAL AND PERCEIVED CONFLICTS:** By submitting a Bid/Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with TPWD. The Respondent also represents and warrants that entering a Contract with TPWD will not create the appearance of impropriety. In its Bid/Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. The TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in Bid/Proposal disqualification or Contract termination.
47. **CURRENT AND FORMER TPWD EMPLOYEES:** In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TPWD or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TPWD.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Gov't Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee's cumulative weekly hours worked at all state facilities through any one staffing company does not exceed 40 hours per week.

- 48. INSURANCE AND OTHER SECURITY:** Respondent represents and warrants that it will, within ten (10) business days of executing this agreement, provide TPWD with current certificates of insurance or other proof acceptable to TPWD of the required insurance coverage

The Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities thereunder. The Respondent shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and also cover any cargo being delivered to Customers.

The Respondent represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish proof of insurance upon request of TPWD.

- 49. SEVERABILITY:** If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

- 50. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, Chapter 2261.

- 51. AMENDMENTS:** Except as provided in Section III, paragraph 8 of this Contract, this Contract may be amended only upon written agreement between TPWD and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

- 52. CHANGE MANAGEMENT:** The Respondent agrees that the key personnel assigned to the Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Respondent or unless TPWD agrees to a change in the key personnel.

- 53. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

- 54. INDEMNIFICATION AND LIABILITY:** Contractor shall indemnify and hold harmless the State of Texas and customers, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. the defense shall be coordinated by vendor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and vendor may not agree to any settlement without first obtaining the concurrence from the office of the attorney general. Contractor and the customer agree to furnish timely written notice to each other of any such claim.

Infringements

- a. Contractor shall indemnify and hold harmless the State of Texas and Customers, and/or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third

- party claims involving infringement of united states patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of vendor pursuant to this contract. Vendor and the customer agree to furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by vendor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and vendor may not agree to any settlement without first obtaining the concurrence from the office of the attorney general.
- b. Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
 - c. If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionality equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance –

Including Indemnity

- 1) Vendor agrees and acknowledges that during the existence of this contract, vendor shall be entirely responsible for the liability and payment of vendor's and vendor's employees' taxes of whatever kind, arising out of the performances in this contract. Vendor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' Compensation. The customer and/or the state shall not be liable to the vendor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/ or workers' compensation or any benefit available to a state employee or employee of another governmental entity customer
- 2) Vendor agrees to indemnify and hold harmless customers, the state of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this contract. Vendor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by vendor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and vendor may not agree to any settlement without first obtaining the concurrence from the office of the attorney general. Vendor and the customer agree to furnish timely written notice to each other of any such claim.

- 55. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the TPWD Contract Manager in writing of any such damage within one (1) calendar day.
- 56. **FELONY CRIMINAL CONVICTIONS:** Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TPWD as to the facts and circumstances surrounding the conviction.
- 57. **IMMIGRATION:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or

services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

- 58. SUBCONTRACTORS:** Subcontractors providing service under the contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the purchase order shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
- 58.1. Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors.
 - 58.2. Subcontracting shall be at the Contractor's expense.
 - 58.3. TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
 - 58.4. The Contractor shall be the only contact for TPWD and subcontractors. Respondent shall list a designated point of contact for all TPWD and subcontractor inquiries.
 - 58.5. The Respondent, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the TPWD is in no manner liable to any subcontractor(s) of the Respondent. In no event shall this provision relieve the Respondent of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this solicitation and Contract. The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.
- 59. PROTEST PROCEDURES:** Any Actual or prospective respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350 located at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=2&ch=51&rl=350](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=2&ch=51&rl=350)
- 60. NON-APPROPRIATION OF FUNDS:** Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or respondent's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to respondent for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.
- 61. TEXAS PUBLIC INFORMATION ACT:** Information the bidder provides to TPWD in response to this solicitation will be considered public and subject to disclosure under the Texas Public Information Act. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause "*substantial competitive harm to your business*". If the bidder believes that his response to this solicitation contains confidential information in those categories, the bidder must specifically document this at the top or bottom of each page that contains the information the bidder considers confidential. The bidder's documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the bidder believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the bidder's response contains confidential information will not be sufficient to meet this requirement. **If such documentation is not provided, TPWD will assume that all information provided in the response to this solicitation is releasable under the Act.**

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. Contractor will make such information not excepted from disclosure available in an electronic format that is accessible to the public unless Contractor receives written approval from TPWD to provide information in a different format, and such approval becomes part of this Contract.

- 62. CIVIL RIGHTS:** The Respondent agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Respondent shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."
- 63. CONFLICT OF INTEREST:** Under §2155.003, Gov't Code, a TPWD employee may not have an interest in, or in any manner be connected with a contract or response for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and respondents who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TPWD or purchasers of other state agencies.
- 64. LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Contractor shall have no authority to act for or on behalf of TPWD or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TPWD.
- 65. DRUG-FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 66. NOTICES:** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified in the Execution of response, Exhibit A, of this Contract or by U.S. Mail, certified, return receipt requested, to TPWD, Attn: Purchasing, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
- 67. ORDER OF PRECEDENCE:** In the case of conflicts between the contract documents, the following shall control in this order of priority:
- 67.1. Signed Contract/Purchase Order (or Notice of Award)
 - 67.2. Attachments to the Contract/Purchase Order (or Notice of Award)
 - 67.3. The Solicitation (e.g., RFP, IFB)
 - 67.4. Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable

68. **BUSINESS OWNERSHIP:** BIDDER/VENDOR MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT. BIDDERS THAT HAVE PRE-REGISTERED THIS INFORMATION ON THE CPA/TPASS CENTRALIZED MASTER BIDDERS LIST HAVE SATISFIED THIS REQUIREMENT. IF NOT PRE-REGISTERED, COMPLETE THE FOLLOWING:

DO NOT ENTER "CORPORATION", "PUBLIC CORPORATION", "PUBLICLY TRADED COMPANY" OR OTHER NON-RESPONSIVE ANSWERS. IF NO ONE PERSON CONTROLS 25% OR MORE OF THE ORGANIZATION, ENTER "NONE".

NAME _____	SSN _____	% _____
NAME _____	SSN _____	% _____
NAME _____	SSN _____	% _____
NAME _____	SSN _____	% _____

69. **NO ASSIGNMENT BY CONTRACTOR:** The Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TPWD.
70. **COMPLIANCE WITH OTHER LAW:** In the execution of this Contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Contract.
71. **ENVIRONMENTAL PROTECTION:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 et seq.).
72. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:**
- 72.1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - All persons employed to perform duties within Texas, during the term of the Contract; and
 - All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
 - 72.2. The Contractor shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
 - 72.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.
73. **TEXAS IDENTIFICATION NUMBER:** The Texas Identification Number (TIN) is a unique 11-digit number assigned by the Texas Comptroller of Public Accounts. When a payee first contracts with a state agency, that payee must provide either a federal Employer Identification Number (EIN) or a Social Security number (SSN). The Texas Identification Number (TIN) is based on this number. (Note: If respondent does not have a TIN, or does not know their TIN, they may list their EIN or SSN on the "Texas Identification Number" line of the Vendor Information Block of their RFP, IFB or RFQ response.)

EXHIBIT A – EXECUTION OF PROPOSAL

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR RESPONSE SUBMISSION. Failure to do so will result in disqualification of the response submission.

1. By signature hereon, the Respondent certifies that:

- 1.1. All statements and information prepared and submitted in the response to this RFO are current, complete and accurate.
- 1.2. **Certification Concerning Dealings with Public Servants:** The Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.
- 1.3. Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this RFO, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.
- 1.4. Pursuant to Section 2155.004 (a), Government Code, the Respondent has not received compensation for participation in the preparation of the specifications for this RFO.
- 1.5. Under Section 2155.004 (b), Government Code, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 1.6. **Child Support Obligations:** Pursuant to Section 231.006 (d), Family Code, re: child support, the respondent certifies that the individual or business entity named in this RFO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.7. **Contractor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and Texas Parks and Wildlife Department (TPWD), its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract. Contractor shall coordinate its defense with the Texas Attorney General as requested by TPWD.**

This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless the State or TPWD for any claims or liabilities resulting from the negligent acts or omission of TPWD or its employees.
- 1.8. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 1.9. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the RFO to be evaluated:
 - 1.9.1 Name of former executive: _____
 - 1.9.2 Name of state agency: _____
 - 1.9.3 Date of separation from state agency: _____
 - 1.9.4 Position with respondent: _____
 - 1.9.5 Date of employment with respondent: _____
- 1.10. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 1.11. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 1.12. Pursuant to Section 231.006 (c), Family Code, RFO must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFO. Attach name & social security numbers for each person. This information must be provided prior to contract award.

- 1.13. Suspension, Debarment, and Terrorism: Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM>.
- 1.14. Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this proposal.
2. In the case of a tie between two (2) or more Respondents, the award will be made in accordance with preferences as outlined in TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.38. If a tie still exists after review of preferences claimed by Respondents, TPWD will draw lots to break the tie.

PREFERENCES
See Section 2.38 of the State of Texas Procurement Manual regarding preferences.
Check below if preference claimed under TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.38
<input type="checkbox"/> Goods produced or offered by a Texas respondent that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas respondent that is <u>not</u> owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas respondent <input type="checkbox"/> Services offered by a Texas respondent that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Services offered by a Texas respondent that is <u>not</u> owned by a Texas resident service disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> USA produced supplies, materials or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel <input type="checkbox"/> Energy Efficient Products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Contractors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value

RESPONDENT (COMPANY/FIRM): _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FAX/SCMILE NO.: _____

E-MAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

See instructions for Texas ID Number in General Terms & Conditions, Paragraph 1.10.

EXHIBIT B – HUB SUBCONTRACTING PLAN

Attention:

1. The following HSP documents are attached as separate documents:
 - Exhibit B - Part 1: HUB Subcontracting Opportunities
 - Exhibit B - Part 2: HSP Quick Check List, and HUB Subcontracting Plan
 - Exhibit B - Part 3: List of HUB vendors
2. Respondents shall comply with the HSP requirements, and complete and return the HUB Subcontracting Forms with their proposal. ***Failure to do so will result in disqualification of the proposal.***
3. ***Respondents are highly encouraged to contact TPWD HUB Administration at 512-389-4784 or hub@tpwd.texas.gov for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the TPWD HUB program.***

EXHIBIT C – PRICE SCHEDULE

Respondent (Company/Firm): _____

**THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH THE RESPONSE.
FAILURE TO RETURN THIS EXHIBIT WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.**

Respondents shall submit all costs for services (complete each line item below (1 through 2) that applies.

Quantities listed below are estimates only for evaluation purposes.

Line Item	Description	Quantity	Unit of Measure	Unit Price	Extension
1.	<u>System Development Fee:</u> Flat fee split up in milestone delivery payments during the development period (contract signing through implementation) for development, testing, and delivery of new system functionality (customization), itemized by functionality item or group so TPWD may elect to accept development of some functionalities while rejecting development of others (respondents to attach itemized list if needed that includes all information required here for each functionality item or group on the list).	1	Lot	\$	\$
2.	<u>System Development Fee:</u> Flat fee payable at system acceptance.	1	Lot	\$	\$
3.	<u>Application Support Cost:</u> Flat annual maintenance fee payable per year. Including but not limited to applying configuration changes, defect analysis, defect fixes, application monitoring, proposing new or updated solutions, data analysis and cleanup, consulting on future enhancements and integrations, assessing new ways to bridge the gap between current solution and changing business direction.	NA	Annual	NA	\$
4.	<u>Future System Enhancements or Improvements:</u> Hourly rate for future system enhancements or improvements. This includes new or enhanced application functionality including updates to system components. Please include the number of hours included in this cost figure. Only hours used will be paid.	NA	Hour	NA	\$

5.	<u>Formal Training Cost</u> The Contractor shall conduct three (3) sessions of instructor led pre- Go Live training to TPWD identified system users at TPWD facilities in Austin, TX or other locations if mutually agreed upon by TPWD and the Contractor. Each instructor-led class shall be given using remote classroom software. The primary audience for these sessions will be internal end users who will train other end users at their individual locations.	1	Lot	NA	\$
				Total	\$

Note: Quantity x Unit Price = Extension.

EXHIBIT D – COMPANY PROFILE

RESPONDENT TO SUBMIT THIS FORM (OR REASONABLE FACSIMILE), TABBED “EXHIBIT D”, INCLUDING NUMBERED RESPONSES CORRESPONDING TO EACH OF THE FOLLOWING ITEMS. **FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.**

- 1) Company Name: _____

- 2) Principal place of business
Address:
City:
State:
Zip Code:

- 3) Facility responsible for servicing the contract
Address:
City:
State:
Zip Code:

- 4) Contact Person regarding Respondent's response to the solicitation
Name:
Title:
Business Address:
Email Address:
Phone Number:

- 5) Contact Person responsible for contract negotiation
Name:
Title:
Business Address:
Email Address:
Phone Number:

- 6) Officer or Agent empowered to contractually bind the Respondent
Name:
Title:
Business Address:
Email Address:
Phone Number:

- 7) Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
_____ Yes _____ No

16) Respondent and Subcontractor Conflict of Interest Disclosure

List below all current or former employees of Respondent and/or proposed Respondent personnel with conflict of interests as follows:

- a) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and
- b) Any proposed Respondent personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Respondent Personnel:

<u>Current or Former Respondent Employees who are current or former State employees (see Note 1 above)</u>	<u>Respondent Personnel related to State of Texas Employees (see Note 2 above)</u>

Subcontractor personnel:

<u>Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note 1 above)</u>	<u>Subcontractor Personnel related to State of Texas Employees (see Note 2 above)</u>

17) Proof of Financial Stability.

All respondents to this RFO and awarded Contractor(s) must be and remain current in payment of all taxes, including Sales and Franchise Taxes. In general, the Comptroller of Public Accounts must identify the Vendor to be "in good standing" and a Vendor with which the state is authorized to do business.

Respondents must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST be included in the Respondent's response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

Vendor D-U-N-S Number: _____

- 18) Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.
 _____Yes _____No If yes, explain.

- 19) Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.
 _____Yes _____No If yes, explain.

EXHIBIT E – KEY PERSONNEL

Respondent Name: _____

RESPONDENT TO SUBMIT THIS FORM (OR REASONABLE FACSIMILE), TABBED "EXHIBIT E", LISTING KEY PERSONNEL TO BE ASSIGNED UNDER THE RESULTING CONTRACT. IN ADDITION, RESPONDENT TO ATTACH A BRIEF RESUME OF EACH PERSON LISTED (MAX 1 PAGE PER PERSON). ATTACH ADDITIONAL SHEET(S), IF NEEDED. **FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.**

Key Personnel:

[illegible]

EXHIBIT F – PAST PROJECTS WITH CORRESPONDING REFERENCES**Respondent Name:** _____

RESPONDENT TO SUBMIT A MINIMUM OF TWO (2) PAST PROJECTS WITH CORRESPONDING REFERENCES UTILIZING THIS FORM (OR REASONABLE FACSIMILE), TABBED “EXHIBIT F”, INCLUDING NUMBERED RESPONSES CORRESPONDING TO EACH OF THE FOLLOWING ITEMS.

PAST PROJECTS MUST DEMONSTRATE EXPERIENCE IMPLEMENTING, EXECUTING AND SUCCESSFULLY COMPLETING A MINIMUM OF TWO (2) PROJECTS WITHIN THE PAST FIVE (5) YEARS OF A SIMILAR NATURE AND SCOPE AS THE WORK DESCRIBED IN THIS SOLICITATION.

ALSO, PROVIDE ANY EXPERIENCE IN PROVIDING SIMILAR SERVICES TO PUBLIC ENTITIES (EXCLUDING PAST WORK FOR TPWD).

FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.

1) Customer Name: _____

Contact Name:

Title:

Business Address:

Email Address:

Phone Number:

2) Project title:

3) Project start and end dates:

4) Date system operational in production environment:

5) Project cost (implementation and operational services):

6) Outcome of project (i.e., on time, on budget, and met customer needs):

7) Scope of work performed:

8) Staff assigned to engagement that are proposed for work on this project, including their roles and responsibilities:

9) Software application and specific modules installed:

10) Number of total and concurrent users:

11) Technical environment (hardware, DBMS, and operating system):

12) Types of interfaces, if applicable, including interfaces, middleware used, and other factors demonstrating the ability to integrate to existing applications:

EXHIBIT G – TECHNICAL PROPOSAL

RESPONDENT TO SUBMIT THIS FORM (OR REASONABLE FACSIMILE), TABBED “EXHIBIT G”, INCLUDING NUMBERED RESPONSES CORRESPONDING TO EACH OF THE FOLLOWING ITEMS. **FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.**

- 1) **Approach and Methodology** - Provide a detailed description of your proposed MLDP Sys services and outline how your firm will address the statement of work as outlined in the RFO. Include a complete description of the firm’s proposed approach and methodology for the service. This section should convey the firm’s understanding of the proposed service.
 - a. Implementation Plan
 - b. Project Management Plan
 - c. Project Schedule and Work Plan
 - d. Project Methodology Plan
 - e. Project Organization Plan
 - f. Communication Plan
 - g. Quality Assurance Plan
 - h. Risk Management Plan
 - i. Issue Management Plan
 - j. Change Management Plan
 - k. Acceptance Management Plan
 - l. Status Reporting and Performance Review Plan
- 2) **Availability** - Indicate the estimated time you have to devote to this contract in service to TPWD. This could be a percentage of time or an indication of the number of personnel available.
- 3) **Timelines** - Provide timelines that represent the abilities of your company to complete the project, including but not limited to research, development, testing, approvals and production.
- 4) **Roles and Responsibilities** - Clearly outline roles and responsibilities of TPWD, Firm, and subcontractors in the example.
- 5) **Additional Services** - Respondent may propose services in excess of those listed above in their proposals. The furnishing of additional services will be a consideration in the evaluation of proposals.
- 6) **Personnel Continuity and Replacement** - Respondent shall describe how they meet the personnel continuity and replacement requirements in their proposal submission. (Ref. [Section I, Paragraph 21.5.](#))

EXHIBIT H – NON-FUNCTIONAL REQUIREMENTS

RESPONDENT TO COMPLETE AND RETURN **EXHIBIT H – NON-FUNCTIONAL REQUIREMENTS** (ATTACHED AS A SEPARATE DOCUMENT) WITH THEIR RESPONSE SUBMISSION.

FAILURE TO RETURN THE COMPLETED EXHIBIT MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.

It is critical for Respondents to understand that, while most of the outcomes listed in Exhibit H must be provided to TPWD in order for TPWD to conduct its business, failure to be able to deliver an outcome may not disqualify Respondents from further consideration.

Respondents may have alternate ways of achieving listed outcomes and TPWD is open to exploring Respondent's proposals regarding these alternatives.

Certain specific terminology, common to TPWD, is used throughout Exhibit. The specific terminology is used by TPWD to promote consistent understanding throughout the document and is not meant to imply that TPWD necessarily expects the MLDP System to use the same specific terminology. TPWD expects that different systems may identify like outcomes with different terminology. TPWD is not necessarily concerned with the terminology. What is important to TPWD is the overall outcome.

TPWD does not expect Respondents to meet all of TPWD's "asks." It is imperative that Respondents complete Exhibit H accurately, responding "N" to outcomes they do not intend to deliver, so that TPWD can judge which Respondent(s) best meets TPWD's needs and so that Respondents will not bind themselves contractually to outcomes they cannot deliver or deliver on time.

Instructions for completing Exhibit H:

Response Column 1 (Intend to deliver): For each item listed, enter "Y" if full outcome shall be delivered to User Acceptance Testing (UAT) by March 1, 2017 or "N" if it will not.

Response Column 2 (Alternative Offered): It is expected that Respondents may not meet some of TPWD's requirements but feel they offer acceptable or perhaps better alternatives. Respondents will use this column to reference the section of their proposal where an alternative outcome is detailed and to provide or reference any other comments to specific outcomes the Respondent has.

EXHIBIT I – FUNCTIONAL REQUIREMENTS

RESPONDENT TO COMPLETE AND RETURN **EXHIBIT I – FUNCTIONAL REQUIREMENTS** (ATTACHED AS A SEPARATE DOCUMENT) WITH THEIR RESPONSE SUBMISSION.

FAILURE TO RETURN THE COMPLETED EXHIBIT MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.

It is critical for Respondents to understand that, while some of the functionalities listed in Exhibit I must be provided to TPWD in order for TPWD to conduct its business, failure to be able to deliver a functionality may not disqualify Respondents from further consideration.

Respondents may have alternate ways of achieving listed functionality outcomes and TPWD is open to exploring Respondent's proposals regarding these alternatives.

Certain specific terminology, common to TPWD, is used throughout Exhibit I, particularly regarding configuration data. The specific terminology is used by TPWD to promote consistent understanding throughout the document and is not meant to imply that TPWD necessarily expects the MLDP Application to use the same specific terminology. TPWD expects that different systems may identify like functionality with different terminology. TPWD is not necessarily concerned with the terminology. What is important to TPWD is how the function performs.

TPWD does not expect Respondents to meet all of TPWD's "asks." It is imperative that Respondents complete Exhibit I accurately, responding "N" to functionality they do not intend to deliver, so that TPWD can judge which Respondent(s) best meets TPWD's needs and Respondents will not bind themselves contractually to functionality they cannot deliver or deliver on time.

Respondents may elect to bid on or exclude certain sections of the RFO. See Section I, Subsection 4.4 of the RFO for specifics.

Instructions for completing Exhibit I:

Response Column 1 (Intend to deliver): For each functionality listed, enter "Y" if full function will be delivered to UAT by March 1, 2017 or "N" if it will not.

Response Column 2 (Alternative Offered): It is expected that Respondents may not meet some of TPWD's requirements as written but feel they offer acceptable or perhaps better alternatives. Respondents shall use this column to reference the section of their proposal where an alternative functionality is detailed and to provide or reference any other comments to specific functionalities that the respondent has.

EXHIBIT J – RESPONSE SUBMISSION CHECKLIST

The following checklist is provided for the convenience of vendors in their response preparation process. It is not intended to represent an exhaustive list of the requirements for this solicitation. Respondent must ensure that all requirements for this solicitation are met, even if they are not included in this checklist. The required documentation must be submitted with the original and each copy of the response.

A completed checklist shall not be binding on TPWD's administrative review for compliance with the required response contents specified in this solicitation. As step one of the evaluation process, TPWD will review all responses to ensure compliance with the required response contents as specified in [Section II, Subsection 4.2](#) of the solicitation and reject any response that does not comply.

All responses must be received by TPWD on or before the date and time specified in Section II, Item 1 of this solicitation. No late responses will be reviewed.

Item	Check
Response addressed to: Attn: Renee Serrano Purchasing & Contracting C-1 Texas Parks & Wildlife Department 4200 Smith School Road Austin, Texas 78744	
External packaging references “ RFO 802-16-33293 ”	
Package contains one (1) signed original (marked Original) of the complete response	
Package contains six (6) additional paper copies (marked Copy) of the complete response. Pricing is <u>not</u> included in these copies.	
Package includes one (1) separate copy of Exhibit B – HUB Subcontracting Plan	
Package contains one (1) DVD or thumb drive copy of the complete response	
Submissions are bound in separate loose-leaf binders and be tab-indexed corresponding to the specified sections/exhibits.	
Covers of the binders reference “ RFO 802-16-33293 ” and include the name and address of the responding Vendor	
Section II, Subsection 4.2 - Required Response Contents	Check
Exhibit A – Execution of Proposal (per Section II, Item 4.2.1)	
Exhibit B – HUB Subcontracting Plan (per Section II, Item 4.2.2)	
Exhibit C – Price Schedule (per Section II, Item 4.2.3)	
Section II, Subsection 4.3 – Additional Response Contents	Check
Exhibit D – Company Profile (per Section II, Item 4.3.1)	
Exhibit E – Key Personnel, including Resumes (Per Section II, Item 4.3.2)	
Exhibit F – Past Projects with Corresponding References (Per Section II, Item 4.3.3)	
Exhibit G – Technical Proposal (Per Section II, Item 4.3.4)	
Exhibit H – Non-Functional Requirements (Per Section II, Item 4.3.5)	
Exhibit I – Functional Requirements (Per Section II, Item 4.3.6)	
Addenda – Acknowledge receipt of all addenda issued to this solicitation by returning a signed copy of each addendum (per Section II, Item 4.3.7)	

ATTACHMENTS

Attachments 1 through 5 (listed below) are attached as separate documents.

Attachment 1 – MLDP Application System Responsibility Matrix (SRM)

Attachment 2 – MLDP Deliverables Schedule

Attachment 3 – MLDP Application Service Level Agreement (SLA)

Attachment 4 – TPWD Mobile Application Guidelines

Attachment 5 – TPWD Current System